

# Agenda



## County of Inyo Board of Supervisors

Board of Supervisors Room  
County Administrative Center  
224 North Edwards  
Independence, California

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

**Public Notices:** (1) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (2) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed fewer than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

**Note:** Historically the Board does break for lunch; the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

### June 25, 2019

**8:30 a.m.** 1. **PUBLIC COMMENT**

#### **CLOSED SESSION**

2. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS [Pursuant to Government Code §54957.6]** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Clint Quilter, Assistant County Administrator Leslie Chapman, Deputy Personnel Director Sue Dishion, County Counsel Marshall Rudolph, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

**OPEN SESSION** (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

**10:00 a.m.** **PLEDGE OF ALLEGIANCE**

3. **REPORT ON CLOSED SESSION**
4. **PUBLIC COMMENT**
5. **COUNTY DEPARTMENT REPORTS** (Reports limited to two minutes)
6. **INTRODUCTIONS** – The following new employees will be introduced to the Board: Lidia Schultz, Victim Witness Assistant, District Attorney's Office; Ancera Moana Chapman, Office Technician, and Cherie LaBraque, Office Technician, Treasurer-Tax Collector's Office; and John T. Bartlett, Deputy Sheriff, and Johnny Frisbie Jr., Deputy Sheriff, Sheriff's Office.

#### **DEPARTMENTAL – PERSONNEL ACTIONS**

7. **COUNTY ADMINISTRATOR – Recycling & Waste Management** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Recycling & Waste Management Gate Attendant exists in the Solid Waste Budget, as certified by the Assistant County Administrator and concurred with by the County Administrator and Auditor-Controller; and B) authorize the hiring of one (1) Gate Attendant, Range 48 (\$2,740 - \$3,320), from the recently established eligibility list.
8. **COUNTY ADMINISTRATOR – Risk Management** – Request Board: A) increase the authorized strength in the Risk Management Division by adding one part-time attorney; and B) ratify and approve the contract between the County of Inyo and John Kirby for the provision of personal services as an attorney, at the rate

of \$170 per hour, effective January 1, 2019.

9. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Office Clerk III exists in the non-General Fund Behavioral Health and Drinking Driver Program budgets, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) where internal candidates may meet the qualifications for the position, the vacancy could possibly be filled by an internal candidate, but an open recruitment is more appropriate to ensure qualified applicants apply; and C) approve the hiring of one (1) Office Clerk III, Range 52 (\$2,997 - \$3,641).
10. **HEALTH & HUMAN SERVICES – Behavioral Health** – Request Board find that, consistent with the adopted Authorized Position Review Policy: A) the availability of funding for one (1) Social Worker IV/Psychotherapist exists in the non-General Fund Mental Health budget, as certified by the HHS Director and concurred with by the County Administrator and Auditor-Controller; B) whereas it is unlikely the position could be filled by internal candidates meeting the qualifications for either level of the position, an open recruitment is more appropriate to ensure qualified applicants apply for the specialized position; and C) approve the hiring of one (1) Social Worker IV, Range 73 (\$4,900 - \$5,960) or Psychotherapist, Range 81 (\$5,922 - \$7,201), depending upon qualifications.

**CONSENT AGENDA** (Approval recommended by the County Administrator)

**CHILD SUPPORT SERVICES**

11. Request Board approve the contract between the County of Inyo and Gerardo Ramos for the provision of Spanish interpretive services in an amount not to exceed \$30,000 for the period of July 1, 2019 through June 30, 2021, contingent upon the Board's approval of future County budgets, and authorize the Chairperson to sign.

**COUNTY ADMINISTRATOR**

12. ***Information Services*** – Request Board approve and award the contract for the County's Network Switch Refresh Project to Utnetworks of Culver City, CA in an amount not to exceed \$153,682 and authorize the Chairperson to sign.
13. ***Information Services*** – Request Board approve and award the contract for the County's Phone System Replacement Project to Maverick Networks, Inc. in an amount not to exceed \$265,086 and authorize the Chairperson to sign.
14. ***Personnel*** – Request Board:
  - A) Approve Amendment No. 1 to the Comprehensive Memorandum of Understanding between the County of Inyo and the Inyo County Employees Association (ICEA) from September 12, 2017 through September 30, 2019;
  - B) Approve Resolution No. 2019-26, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary for Management Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any Prior Resolution Pertaining to that Subject to the Extent they are Inconsistent," and authorize the Chairperson to sign;
  - C) Approve Resolution No. 2019-27, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary for Non-Represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any Prior Resolution Pertaining to that Subject to the Extent they are Inconsistent," and authorize the Chairperson to sign;
  - D) Approve Resolution No. 2019-28, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06 Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

15. ***Recycling & Waste Management*** – Request Board approve the agreement between the County of Inyo and Preferred Septic and Disposal, Inc. for waste hauling services in the communities of Olancho, Keeler, and Darwin in a total amount not to exceed \$185,073 for the period of July 1, 2019 through June 30, 2022, contingent upon the Board's adoption of future County budgets, and authorize the Chairperson to sign, contingent upon all appropriate

signatures being obtained.

16. **Risk Management** – Request Board approve the agreement between the County of Inyo and Porter Scott, A Professional Corporation of Sacramento, CA for the provision of legal services in an amount not to exceed \$210,000 for the period of July 1, 2019 through June 30, 2020, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign.

#### **COUNTY ADMINISTRATOR/COUNTY COUNSEL**

17. Request Board approve Amendment No. 8 to the contract between Gregory L. James, Water/Environmental Attorney Regarding Natural Resources, and the County of Inyo by extending the term of the contract to July 1, 2013 through June 30, 2020, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget.

#### **HEALTH & HUMAN SERVICES**

18. **Behavioral Health** – Request Board approve Amendment No. 1 to the contract between Inyo County Behavioral Health and Tarzana Treatment Center, Inc. for the provision of residential alcohol and drug treatment in an additional amount of \$10,000 for a total amount not to exceed \$35,000 for the period of July 1, 2018 through June 30, 2019, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
19. **Social Services** – Request Board approve a Memorandum of Understanding between Inyo County Health & Human Services and Owens Valley Career Development Center for the purpose of Administering Tribal Temporary Assistance for Needy Families (TANF), and authorize the HHS Director to sign.

#### **PUBLIC WORKS**

20. Request Board approve the purchase of one (1) sewer flow meter including associated hardware and components from Clipper Controls, Inc. of Sacramento, CA in an amount not to exceed \$12,881.90.
21. Request Board: A) award the contract for the Birchim Lane Overlay Project to Qualcon Contractors, Inc. of Minden, NV as the successful bidder; B) approve the construction contract between the County of Inyo and Qualcon Contractors, Inc. of Minden, NV in the amount of \$436,740, and authorize the Chairperson to sign; and C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.
22. Request Board approve the closure of a portion of Pa Ha Lane in Bishop between the hours of 8 p.m. and 10 p.m. on Wednesday, July 3, 2019 for the purpose of the annual Paiute Palace Casino Fireworks Display.
23. **Road Department** – Request Board approve the removal of a tree in the road right-of-way at 315 South Clay Street, Independence.

#### **WATER DEPARTMENT**

24. Request Board approve Amendment No. 3 between the County of Inyo and RO Anderson for the Recycled Water for Conservation and Community Projects Feasibility Study, extending the term of the contract to December 31, 2019, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### **DEPARTMENTAL (To be considered at the Board's convenience)**

25. **AUDITOR-CONTROLLER** – Request Board receive a brief presentation on the Fiscal Year Ending June 30, 2018 County Financial Statement.
26. **CHILD SUPPORT SERVICES** – Request Board receive a departmental update from the Child Support Services Director.

27. **AG COMMISSIONER** – Request Board:
- A) Amend the Fiscal Year 2018-2019 Agricultural Commissioner Budget (Budget 023300) as follows: increase appropriation in Operating Transfers Out (Object Code 5801) by \$70,000;
  - B) Amend the Fiscal Year 2018-2019 Consolidated Office Building Budget (Budget 011809) as follows: increase estimated revenue in Operating Transfer In (Object Code 4998) by \$70,000; and
  - C) Amend the Fiscal Year 2018-2019 Contingencies Budget (Budget 087100) as follows: reduce appropriation in Contingencies (Object Code 5901) by \$70,000 (*4/5ths vote required*).
28. **HEALTH & HUMAN SERVICES** – Request Board ratify and approve the contract between the County of Inyo and Triple P America from June 1, 2019 to October 31, 2019 for training services in an estimated amount of \$35,000, and authorize the Chairperson to sign.
29. **PUBLIC WORKS** – Request Board provide direction regarding proposed increase to current water rates, transition to a flat rate billing system, and commencement of notice and hearing process regarding such proposed rate increases in order to comply with Proposition 218 requirements.
30. **CLERK OF THE BOARD** – Request Board approve the minutes of the regular Board of Supervisors meeting of June 18, 2019.

**TIMED ITEMS** (Items will not be considered before scheduled time but may be considered any time after the scheduled time)

- 11 a.m. 31. **HEALTH & HUMAN SERVICES – Social Services** – Request Board: A) waive further reading of a proposed ordinance titled, “An Ordinance of the Board of Supervisors, County of Inyo, State of California, Repealing Inyo County Ordinance No. 1162 and Amending Section 7.64.010 of the Inyo County Code, Pertaining to the Regulations for General and Emergency Assistance in Inyo County;” and B) schedule enactment for 11 a.m. July 2, 2019 in the Board of Supervisors Room, County Administrative Center, Independence, CA.

**Note: The agenda items listed below may be considered by the Board at any time during the meeting in the Board’s discretion, including before scheduled timed items.**

**COMMENT** (Portion of the Agenda when the Board takes comment from the public and County staff)

32. **PUBLIC COMMENT**

**BOARD MEMBER AND STAFF REPORTS**



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 7

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Integrated Waste Management

**FOR THE BOARD MEETING OF:** June 25, 2019

**SUBJECT:** Request to fill vacant Recycling Waste Management Gate Attendant position.

**DEPARTMENTAL RECOMMENDATION:** Request Board find that consistent with the adopted Authorized Position Review Policy:

- 1) The availability of funding for the requested position exists as certified by the Department Head with concurrence by the County Administrator and Auditor-Controller; and
- 2) Authorize the filling of the Gate Attendant, Range 48 (\$2,740-\$3,320) from the recently established eligibility list.

**SUMMARY DISCUSSION:** The FY 2018-19 Manpower Report (approved by your Board as part of the FY 2018-19 County Budget) identifies the landfill Gate Attendant positions (Range 48) as being assigned to the County's Recycling Waste Management program to provide necessary landfill waste load inspections and reporting. This position is critical to the operation of the County landfills. The gate attendants perform high volume waste disposal monitoring and reporting including load checking, to determine charges and to inspect for unacceptable hazardous waste items. The gate attendant will collect disposal fees, issue receipts and maintain accurate records on the fees collected and the volume of waste disposed.

The current gate attendant position became vacant with the recent resignation of an incumbent.

**ALTERNATIVES:** Your Board could choose not to authorize filling the vacant position, however, this is not recommended, as the functionality of the Recycling Waste Management programs will suffer. When a gate attendant position is vacant the other gate attendants and equipment operators backfill the position resulting in increased overtime and requiring the gate attendant to work their scheduled days off.

**OTHER AGENCY INVOLVEMENT:** Personnel

**FINANCING:** Funding for this position is included in the FY 2018-2019 Solid Waste Budget.

| <b>APPROVALS</b>    |  |
|---------------------|--|
| COUNTY COUNSEL:     | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)<br><br>Approved: _____ Date _____  |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)<br><br> Approved: <input checked="" type="checkbox"/> Date <u>6/13/2019</u>  |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br><br> Approved: <input checked="" type="checkbox"/> Date <u>6/13/19</u> |

**DEPARTMENT HEAD SIGNATURE:** Lisette A. Chapman Date: 6/10/19  
 (Not to be signed until all approvals are received)  
 (The Original plus 20 copies of this document are required)



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

- Consent xx Departmental     Correspondence Action     Public Hearing  
 Schedule time for             Closed Session                     Informational

|                       |
|-----------------------|
| For Clerk's Use Only: |
| AGENDA NUMBER         |
| 8                     |

FROM: Administration – Risk Management

FOR THE BOARD MEETING OF: June <sup>25</sup>~~18~~, 2019

SUBJECT: Part-time Hourly Attorney – At Will Contract

**DEPARTMENTAL RECOMMENDATIONS:**

Request your Board approve A: Increase the authorized strength in the Risk Management Division by adding one Part-time Attorney; and B: Approve and ratify the contract with John Kirby for Personal Services as an Attorney, effective January 1, 2019.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

Mr. Kirby will be a part-time attorney at will serve as a legal consultant and advisor to the County's other attorneys and named County defendants with respect to litigation and related issues pending between the Bishop Paiute Tribe and the County.

**ALTERNATIVES:**

Your Board could choose to deny this request. However, it is not staff's recommendation to do so.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The funding for this position will be provided through the Risk Management Budget (010900).

| <b>APPROVALS</b>   |  |
|--------------------|--|
| COUNTY COUNSEL:    | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)<br>Approved: <u>[Signature]</u> Date <u>6/5/19</u> |
| AUDITOR/CONTROLLER | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)<br>Approved: _____ Date _____   |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br>Approved: <u>[Signature]</u> Date <u>6/5/19</u>                           |

**DEPARTMENT HEAD SIGNATURE:** Clint Quilter Date: 6/5/19  
 (Not to be signed until all approvals are received) [Signature]

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN KIRBY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS AN ATTORNEY**

**INTRODUCTION**

WHEREAS, JOHN KIRBY (hereinafter referred to as "Attorney") has been or will be duly appointed as an Attorney for Inyo County; and

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Attorney desire to set forth the manner and means by which Attorney will be compensated for performance of duties.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Attorney hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

Attorney shall furnish to the County those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by Attorney under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

**2. ADMINISTRATION OF CONTRACT.**

Attorney will report directly to and shall work under the direction of the County Administrative Officer and County Counsel. As the County's Personnel Director, the County Administrative Officer will administer this contract.

**3. TERM.**

The term of this Agreement shall be from January 1, 2019, until terminated as provided below.

**4. CONSIDERATION.**

A. Compensation. County shall pay Attorney in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Attorney.

B. Travel and Per Diem. County shall reimburse Attorney for the travel expenses and per diem which Attorney incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Attorney for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Attorney without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Attorney shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement.

County of Inyo Modified Contract - No. 208

Appointed Attorney

Page 1

4/25/18

D. Manner of Payment. Attorney will be paid in the same manner and on the same schedule of frequency as other County officers and employees.

E. Federal and State Taxes. From all payments made to Attorney by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

## **5. WORK SCHEDULE.**

Attorney's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Attorney that the performance of these services and work will require a varied schedule. Attorney, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

## **6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Attorney to provide the services and work described in Attachment A must be procured by Attorney and be valid at the time Attorney enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Attorney must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, and professional licenses or certificates. Attorney will provide County, at County's request, evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Attorney and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

## **7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

County shall provide Attorney with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Attorney to provide the services identified in Attachment A to this Agreement.

## **8. COUNTY PROPERTY.**

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Attorney by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Attorney will use reasonable care to protect, safeguard and maintain such items while they are in Attorney's possession.

B. Products of Attorney 's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Attorney's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Attorney will convey possession and title to all such properties to County.

## **9. WORKERS' COMPENSATION.**



County shall provide workers' compensation coverage to Attorney for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Attorney for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

**10. DEFENSE AND INDEMNIFICATION.**

In the event the Attorney is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Attorney harmless from any and all liability arising from such acts as required by law.

**11. TERMINATION AND DISCIPLINE.**

Attorney's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Attorney Ninety (90) days written notice of such intent to terminate. Attorney may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**12. ASSIGNMENT.**

This is an agreement for the personal services of Attorney. County has relied upon the skills, knowledge, experience, and training of Attorney as an inducement to enter into this Agreement. Attorney shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

**13. NONDISCRIMINATION.**

Attorney agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County prohibiting discrimination against any person on specified grounds.

**14. CONFIDENTIALITY.**

Attorney agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Attorney only as allowed by law.

**15. CONFLICTS.**

Attorney agrees that Attorney has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Attorney agrees to complete and file appropriate conflict of interest statements.

**16. POST AGREEMENT COVENANT.**

Attorney agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Attorney agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Attorney by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**17. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**18. NOTICE.**

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Attorney or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail to the respective parties as follows:

|                              |                 |
|------------------------------|-----------------|
| <b>County of Inyo</b>        |                 |
| County Administrator _____   | Department      |
| P.O. Drawer N _____          | Mailing Address |
| Independence, CA 93526 _____ | City and State  |

**Attorney**  
JOHN KIRBY  
9747 Business Park Avenue  
San Diego, California 92131

**29. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN KIRBY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS AN ATTORNEY**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_ DAY \_\_\_\_\_.

**COUNTY OF INYO**

**ATTORNEY**

By: \_\_\_\_\_

By: JOHN D. KIRBY  
Print or Type Name

Dated: \_\_\_\_\_

  
Signature

Dated: 5/25/2019

APPROVED AS TO FORM AND  
LEGALITY:

  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

  
Personnel Services

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN KIRBY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS AN ATTORNEY**

**TERM:**

**FROM: January 1, 2019 TO: TERMINATION**

**SCOPE OF WORK:**

Attorney will serve as a legal consultant and advisor to the County's other attorneys and named County defendants with respect to litigation and related issues pending between the Bishop Paiute Tribe and the County.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN KIRBY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS AN ATTORNEY**

**TERM:**

**FROM: January 1, 2019      TO: TERMINATION**

**SCHEDULE OF FEES:**

1. After commencing employment, Attorney will receive \$170 per hour and shall be paid every two weeks on County paydays.
2. Attorney will receive any compensation increases applied to Inyo County Resolution 2018-02 or resolution applicable to Management Employees. Attorney will receive no other benefits.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND JOHN KIRBY  
FOR THE PROVISION OF PERSONAL SERVICES  
AS AN ATTORNEY**

**TERM:**

**FROM: January 1, 2019 TO: TERMINATION**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

1. Subject to Paragraph 2 below, County will reimburse Attorney for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Attorney will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

**\\\\\\ NOTHING FOLLOWS\\\\\\**



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

9

Consent  Departmental  Correspondence Action  Public Hearing  
 Scheduled Time for  Closed Session  Informational

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health Division

**FOR THE BOARD MEETING OF: June 25, 2019**

**SUBJECT:** Request authorization to hire one full time Office Clerk III in the HHS Behavioral Health Division.

**DEPARTMENTAL RECOMMENDATION:**

Request the Board find that, consistent with the adopted Authorized Position Review Policy,

- A. the availability of funding for the requested positions exists in the Behavioral Health and Drinking Driver Program budgets (no County General Funds), as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller; and
- B. where internal candidates meet the qualifications for the position, the vacancy could be filled by an internal candidate, but an open recruitment would be more appropriate to ensure more qualified candidates apply; and
- C. approve the hiring of one full time Office Clerk III Range 52 (\$2,997-\$3,641).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

A full time Office Clerk III position in the Behavioral Health Division is vacant as an employee has accepted a promotional opportunity within the County. The vacancy has occurred in our HHS Grove Street front office. This position is one of three Office Clerk III positions in the Grove Street office and is supervised by the Office Technician III. The team provides reception for the entire Grove Street Office which includes Behavioral Health, Child Welfare, Adult Protective Services, IHSS, Wraparound and Public Guardian/Public Administrator services. As such, it is a busy office with a high volume of direct client services. The Office Clerks ensure that consumers and partners are welcomed and supported as they come into the office or are on the phone. This is often the first point of contact to engage persons in services. This position provides not only front office support but also assistance with admissions and maintenance of the electronic health records. The Division continues to look for ways to increase efficiency in the use of the electronic health record as well as moving forward with telemedicine. The Department respectfully requests permission to recruit and hire to fill this vacancy.

**ALTERNATIVES:**

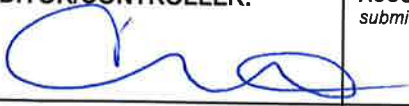

The Board could choose to not to allow Behavioral Health to hire this position. This would seriously impact our ability to provide consumer and staff support at all levels.

**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, schools, primary health, and law enforcement, in addition to most other HHS divisions.

**FINANCING:**

State and Federal funding, along with Behavioral Health and Social Services Realignment funds. This position is budgeted 85% in Mental Health (045200); 5% in Social Services (055800) and 10% in DDP (045312); in the salaries and benefits object codes. No County General Funds.

| <b><u>APPROVALS</u></b>   |  |
|---|--|
| <b>AUDITOR/CONTROLLER:</b><br> | <b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)<br>Approved: <u>yes</u> Date: <u>6/14/2019</u> |
| <b>PERSONNEL DIRECTOR:</b><br>  | <b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)<br>Approved: <u>✓</u> Date: <u>6/13/19</u>  |

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: \_\_\_\_\_





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

|   |
|---|
| For Clerk's Use Only:<br><b>AGENDA NUMBER</b><br><br>10 |
|---|

- Consent Hearing  
 Scheduled Time for
- Departmental  
 Closed Session
- Correspondence Action  
 Public
- Informational

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health Division

**FOR THE BOARD MEETING OF:** June 25, 2019

**SUBJECT:** Request to hire one full time Social Worker IV/Psychotherapist position in the Behavioral Health division.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board find that consistent with the adopted Authorized Position Review Policy:

- a. the availability of funding for a Social Worker IV/Psychotherapist position exists in the non-General Fund Mental Health budget, as certified by the Health and Human Services Director and concurred with by the County Administrator, and the Auditor-Controller;
- b. whereas it is unlikely that the Social Worker IV/Psychotherapist position could be filled by internal candidates meeting the qualifications for either level of the position, an open recruitment would be appropriate to ensure qualified applicants apply for that specialized position; and
- c. approve the hiring of one Social Worker IV at Range 73 (\$4,900-\$5,960) or Psychotherapist at Range 81 (\$5,922-\$7,201) contingent upon qualifications.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

A full time Social Worker IV/Psychotherapist position in the Behavioral Health Division will be vacant due to the resignation of an employee as of May 31, 2019. This position is one of four authorized Social Worker IV/Psychotherapist positions in the adult Behavioral Health core programs and is supervised by the HHS Deputy Director of the Behavioral Health Division or her designee. This position provides assessment for and carries a caseload of adults/older adults with severe mental illness or co-occurring mental illness and substance use disorders. This position also takes active part in the behavioral health crisis intervention, including participation in on-call response. In this capacity the person in this position responds to and assesses crisis and urgent behavioral health situations and works to provide the support in the least restrictive environment. Finally, this position may take a lead in the provision of Quality Assurance/Quality Improvement activities commensurate with licensure status. The position is part of a team made up of the psychiatrist (or telemedicine provider), behavioral health nurses, HHS Specialists and clinicians that provide services to 200-300 adult consumers. The team works closely with partners in primary care, law enforcement and the Emergency Department as well as the other HHS Divisions.

The Department respectfully requests that your Board authorize the hiring of one full-time Social Worker IV or Psychotherapist, dependent upon the qualifications to fill the vacancy in the Behavioral Health Adult Services.

**ALTERNATIVES:**

The Board could choose to not to fill this vacancy. This would result in decreased access to services for the target


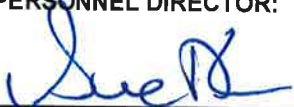
population and puts Medi-Cal funds at risk. It would also result in increased overtime costs and coverage issues.

**OTHER AGENCY INVOLVEMENT:**

Behavioral Health is a division of Health and Human Services and works in partnership with multiple agencies such as probation, jail, law enforcement, and primary health in addition to all other HHS divisions.


**FINANCING:**

This position will be budgeted 100% in Mental Health (045200) in the salaries and benefits object codes. No County General Funds.

| <b><u>APPROVALS</u></b>   |  |
|---|--|
| <b>AUDITOR/CONTROLLER:</b><br> | <b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i><br>Approved: <u>eyes</u> Date: <u>6/14/2019</u> |
| <b>PERSONNEL DIRECTOR:</b><br>  | <b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i><br>Approved: <u>✓</u> Date: <u>6/13/19</u>   |

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: \_\_\_\_\_



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 11

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Eastern Sierra Department of Child Support Services

**FOR THE BOARD MEETING OF:** June 25, 2019

**SUBJECT:** Approval of Contract for Regional Spanish Interpreter

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve the contract for Spanish interpretive services for the Eastern Sierra Department of Child Support with Mr. Gerardo Ramos in an amount not to exceed \$30,000 for the term of July 1, 2019 to June 30, 2021 contingent on the approval and adoption of future budgets and obtaining appropriate signatures.

**SUMMARY DISCUSSION:**

The State Department of Child Support Services requires local Child Support agencies to provide interpreter services to non-English speaking individuals who comprise five percent or more of the public served by the local Child Support agency. As the Spanish-speaking population in both Inyo and Mono Counties meets this threshold, we are required to provide interpreter services for our customers to ensure maximum outreach and effective coordination with this customer group.

By soliciting requests for proposals, our agency ensures a competitive process is used and the highest qualified individuals apply. Mr. Gerardo Ramos was the only responder to our Request for Proposals. Mr. Gerardo Ramos currently holds the contract for Spanish interpreter services. His current contract is set to expire June 30, 2019.

Your Director recommends approval of a two-year contract with Mr. Ramos in the amount of \$30,000 commencing July 1, 2019 and ending June 30, 2021.

**ALTERNATIVES:**


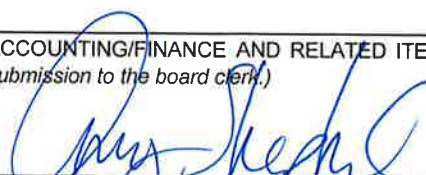
Your Board could choose to deny approval of this contract. It is not staff's recommendation to do so as this would impede our ability and requirement to serve our Spanish-speaking populations in both regional branches.

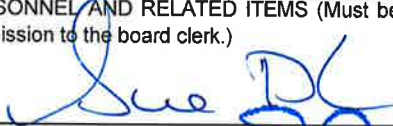
**OTHER AGENCY INVOLVEMENT:**

County Counsel

**FINANCING:**

Contingent upon the Board's approval and adoption of future budgets. Child Support Budget 022501 Object Code 5265. No County General Funds.

| <b>APPROVALS</b>    |   |
|---------------------|---|
| COUNTY COUNSEL:     | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)<br><br>Approved:  Date <u>05/31/2019</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)<br><br><br>Approved: <u>yes</u> Date <u>6/5/19</u>                      |

|                     |  |
|---------------------|--|
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br> Approved: <u>J</u> Date <u>6/6/19</u> |
|---------------------|--|

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received) \_\_\_\_\_ Date: 05-23-19



**AGREEMENT BETWEEN COUNTY OF INYO**

**AND Gerardo Ramos**  
**FOR THE PROVISION OF Interpreter SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Interpreter services of Gerardo Ramos of Bishop, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Susanne Rizo, whose title is: Director, Child Support. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2019 to June 30, 2021 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Thirty Thousand Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### 4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### 5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

**7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

**8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**9. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

**10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

#### **11. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

#### **12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

#### **13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

#### **14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

#### **15. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County.



Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**20. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

|                                      |                |
|--------------------------------------|----------------|
| County of Inyo                       |                |
| <u>Child Support</u>                 | Department     |
| <u>162 East Line Street, Suite B</u> | Street         |
| <u>Bishop, CA 93514</u>              | City and State |

|                               |                |
|-------------------------------|----------------|
| Contractor:                   |                |
| <u>Gerardo Ramos</u>          | Name           |
| <u>215 North Third Street</u> | Street         |
| <u>Bishop, CA 93514</u>       | City and State |

**25. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Gerardo Ramos**  
**FOR THE PROVISION OF Interpreter SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By: Gerardo Ramos  
Signature

\_\_\_\_\_  
Print or Type Name

Gerardo Ramos  
Print or Type Name

Dated: \_\_\_\_\_

Dated: May 23, 2019

**APPROVED AS TO FORM AND LEGALITY:**

County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Gerardo Ramos  
FOR THE PROVISION OF Interpreter **SERVICES****

**TERM:**

**FROM:** 07/01/2019      **TO:** 06/30/2021

**SCOPE OF WORK:**

Contractor shall provide the following services which would include but not be limited to:

Interpret from English to Spanish and Spanish to English.  
Meet with child support customers, child support officers and other staff members to provide interpretation which may include regulations, policies, paycheck stubs, etc.  
Communicate clearly in Spanish and English.  
Assist in creating Spanish fact sheets, flyers, etc.  
Maintain consistent hours for which interpretation will be provided.  
Write English and Spanish to assist customers in completing forms necessary to obtain child support services, and upon request, participate in meetings of child support officer or financial team and to review policies that will enhance Spanish-speaking services and outreach.

Contractor will interpret at the Bishop branch of the Eastern Sierra Child Support office from the hours of 9:00 a.m. to 12:00 p.m. each Wednesday of the week and from the hours of 2:00 p.m. to 4:00 p.m. each Thursday of the week in the Mammoth branch of the Eastern Sierra Child Support office, subject to revision upon notice to both parties.

Contractor will interpret in Independence for Superior Court on an as-needed basis from 12:00 p.m. to 5:00 p.m.

Contractor will be required to maintain federal tax information as confidential and to comply with the requirements of Exhibit 1 attached hereto.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Gerardo Ramos  
FOR THE PROVISION OF Interpreter SERVICES**

**TERM:**

**FROM:** 07/01/2019 **TO:** 06/30/2021

**SCHEDULE OF FEES:**

Contractor will be paid a fee of \$35.00 per hour for the provision of interpretive services pursuant to this contract, plus an annual payment of \$2151.00 to assist contractor in payment of insurance requirements.

Travel: Contractor will be paid at current IRS mileage rate for travel between Bishop and Independence for services rendered at the Independence Superior Courthouse.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Gerardo Ramos  
**FOR THE PROVISION OF** Interpreter **SERVICES**

**TERM:**

**FROM:** 07/01/2019 **TO:** 06/30/2021

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 2**  
**Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

**Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).**

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,



certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 12

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** County Administrator – Information Services

**FOR THE BOARD MEETING:** June 25, 2019

**SUBJECT:** Approve and Award the Network Switch Refresh Project contract to Utnetworks.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve and award the contract for the County's Network Switch Refresh Project contract to Utnetworks in an amount not to exceed \$153,682 and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:**

The County's current network infrastructure consists of network switches purchased in 2006. This project will replace our old network switches with switches that will support a Voice over IP telephone system and Wi-Fi access points with power over Ethernet (PoE), and they will provide higher network speeds between servers and desktop computers. This project will replace 28 of our very old edge network switches with new, PoE-capable, Gigabit, managed switches.


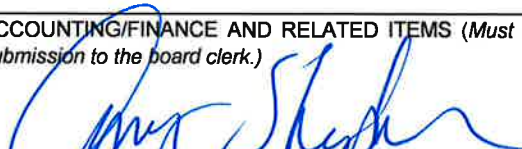
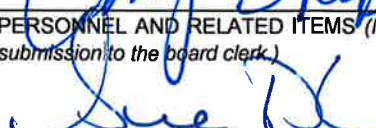
The Switch Refresh Project RFP generated 6 responses. The evaluation team ranked the responsive proposals and determined that the solution proposed by Utnetworks was the best value for the County.

**ALTERNATIVES:** Your Board could choose to not approve the request to award the contract to Utnetworks, to award the contract to a different vendor, or to direct staff to revise the RFP and start over. These alternatives are not recommended since we are confident in the recommended vendor's ability to fulfill our requirements and since our current edge switches cannot support the network services needed by the County.

**OTHER AGENCY INVOLVEMENT:** The Network Switch Refresh Project will benefit all County Departments.

**FINANCING:** Funding is available in the Information Services budget (011808, Computer Upgrade).

**APPROVALS**

|                     |  |
|---------------------|--|
| COUNTY COUNSEL:     | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)<br><br>Approved: <u>yes</u> Date <u>6/13/19</u> |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)<br><br>Approved: <u>yes</u> Date <u>6/13/19</u>                              |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br><br>Approved: <u>✓</u> Date <u>6/19/19</u>                             |
| BUDGET OFFICER:     | BUDGET RELATED ITEMS (Must be reviewed and approved by the budget officer prior to submission to the board clerk.)<br><u>W/A</u><br>Approved: _____ Date _____   |

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required)

 Date: June 19, 2019

**AGREEMENT BETWEEN COUNTY OF INYO  
AND UTNETWORKS FOR THE PROVISION OF  
NETWORK SWITCH PURCHASE AND REPLACEMENT SERVICES  
(Network Switch Refresh Project)**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the purchase of edge network switches and services from UTNetworks of Culver City, CA, hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, those products and services set forth in Attachment A, attached hereto and by reference incorporated herein. This Agreement addresses both Contractor's provision and completion of the Network Switch Refresh Project and Contractor's subsequent ongoing provision of maintenance and support services for that completed Project for the remaining term of the Agreement. The Network Switch Refresh Project includes: Hardware Purchase, Installation and Configuration Planning, Hardware and Software Configuration and Deployment, Training for System Administrators, Complete System Documentation, and Project Status Communications as described in Attachment A, "Scope of Work," and Attachment A-1 "RFP Response," which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

Services and work provided by the Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from June 25, 2019, until thirty-six months after the date of first site cutover, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. Contractor shall be compensated for all services (including hardware purchase) associated with the Network Switch Refresh Project ("the Project") and three years (thirty-six months) of maintenance and support services in an amount not to exceed One Hundred Fifty-Three Thousand, Six Hundred Eighty-Two Dollars (\$153,682). A cost summary, payment schedule, and price list for that Project is attached as Attachment B and incorporated herein by this reference. In the event payments for the Project equal the "not to exceed" amount, Contractor shall provide all services (and hardware) required to complete the Project under this Agreement without further compensation or cost reimbursement.

Project Acceptance - The County requires an acceptance period of at least 30 days subsequent to the completion of the Project. During this 30-day period the system must perform without interruption of services and in compliance with all representations offered in the vendor's proposal. Should the system or other associated devices fail to perform satisfactorily, the 30-day time frame for acceptance will start over until such time as the system performance is satisfactory for a period of 30 consecutive days. Final payment (including change orders) will be withheld, and the warranty period will not begin, until system acceptance.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement, except to the extent that such costs are included in the total compensation figures set forth in paragraph 3A above.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed One Hundred Fifty-Three Thousand, Six Hundred Eighty-Two Dollars (\$153,682) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of each milestone in the Payment Schedule set forth on Attachment C, an invoice for the amount then due under the Agreement. With the exception of Progress Payment 1 (the initial payment made upon contract execution), each invoice shall include an itemized statement of all services and work performed by Contractor pursuant to this Agreement for which a Progress Payment is then due. After the final payment has been made in that schedule, Contractor shall invoice County annually for ongoing support and maintenance services during remaining term of the Agreement. County shall make payment within 30 days of its receipt of such an invoice by the Contractor.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

**7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

**8. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

**9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to

exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

#### **10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

#### **11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

#### **12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

#### **13. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**14. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**15. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty one (21) below.

**16. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**17. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**18. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**19. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**20. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

**21. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**22. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:  
Information Technology  
County of Inyo  
224 North Edwards Street  
Independence, CA 93526  
Fax: (760) 873-5599

Contractor:  
Attn: Anthony Lilley  
UTNetworks  
5730 Uplander Way #104  
Culver City, CA 90230

**23. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

# #



**AGREEMENT BETWEEN COUNTY OF INYO  
AND UTNETWORKS FOR THE PROVISION OF  
NETWORK SWITCH PURCHASE AND REPLACEMENT SERVICES  
(Network Switch Refresh Project)**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_

By:  \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

Anthony Lilley  
\_\_\_\_\_  
Type or Print Name

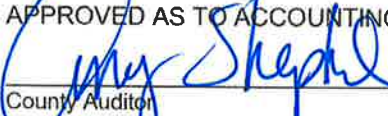
Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

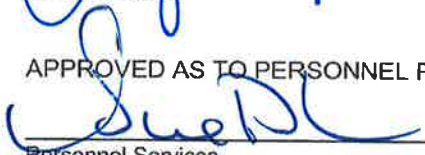
APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

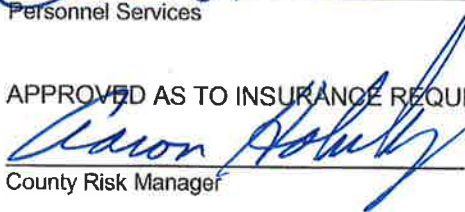
APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

  
\_\_\_\_\_  
County Risk Manager

## ATTACHMENT A

### AGREEMENT BETWEEN COUNTY OF INYO AND UTNETWORKS FOR THE PROVISION OF NETWORK SWITCH PURCHASE AND REPLACEMENT SERVICES (Network Switch Refresh Project)

#### SCOPE OF WORK:

Contractor shall sell, deliver, and otherwise provide to County installation support, all materials, products, and services for the Network Switch Refresh Project as described more fully in that certain document provided by Contractor to County entitled "UTNetwork's Proposal for the County of Inyo Network Switch Refresh" in response to RFP-IS-1903 Network Switch Refresh Project April 2019," which document is incorporated herein by this reference as though fully set forth (hereinafter referred to as "Contractor's RFP Response" or "RFP Response"). The County's Request for Proposals RFP-IS-1903 is also incorporated herein by this reference. Among other things, Contractor shall meet all of the County's "Project Deliverables," "Technical Requirements," and "Functional Requirements" set forth in the RFP-IS-1903, in a manner consistent with excerpts of the Contractor's RFP Response, which are attached hereto as Attachment A-1.

After County acceptance of the completed Project, Contractor shall commence and continue to coordinate ongoing manufacture-provided maintenance and support services for the remainder of the Agreement. Such services include but are not limited to the following: providing software, licensing and firmware updates for the network equipment, software and licensing updates for management software tools, 24x7 remote telephone support, 24x7 Remote Problem Diagnosis, access to software updates and upgrades, and access to the support portal.

Additional details pertinent to Contractor's scope of work for the Project, including a draft implementation plan, are set forth below:

#### Project Deliverables

- Delivery and installation of 28 managed, Layer-3, PoE+ network switches:
  - 19 x 48-port autosensing Gigabit switches with at least 2 x modular SFP+ ports.
  - 9 x 24-port autosensing Gigabit switches with at least 2 x modular SFP+ ports.
- Associated management software.
- Configuration and management support during deployment.
- Configuration and management documentation.
- Configuration and management training and knowledge transfer.
- Removal of old switches.

#### Technical requirements

- Switches must be rack-mountable.
- Switches must have redundant power supplies.
- 1 x 10Gbps fiber GBIC/SFP+ module included per switch.
- Switches must deliver power (PoE+ standard) to each of the copper ports.
- Switches must be capable of providing Quality of Service for network traffic.
- Switches must be stackable to present multiple switch chassis as a single, logical switch.

#### Functional Requirements

- Switches must be manageable from a single software management console.
- The software management console should be licensed for at least 4 department employees.

**ATTACHMENT A-1**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND UTNETWORKS FOR THE PROVISION OF  
NETWORK SWITCH PURCHASE AND REPLACEMENT SERVICES  
(Network Switch Refresh Project)**

**EXCERPTS OF CONTRACTOR'S RFP RESPONSE  
ADDRESSING PROJECT DELIVERABLES, TECHNICAL  
REQUIREMENTS, AND FUNCTIONAL REQUIREMENTS**

**SEE ATTACHED**

# 1 Solutions for County of Inyo

*The Alcatel-Lucent OmniSwitch™ 6860 Stackable LAN Switches (SLS) are compact, high-density Gigabit Ethernet (GigE) and 10 GigE platforms designed for the most demanding converged networks.*

In addition to high performance and availability, the OmniSwitch 6860 offers enhanced quality of service (QoS), user authentication, deep packet inspection (DPI) and comprehensive security features to secure the network edge while accommodating user and device mobility with a high degree of integration between the wired and wireless LAN. The enhanced models of OmniSwitch 6860 family also supports emerging services such as application fingerprinting for network analytics and up to 60 watts of Power over Ethernet (PoE) per port, making it ready to meet the evolving business needs of enterprise networks.

Similar to the existing Alcatel OmniSwitch products, the OS6860E series uses the Alcatel Operating System (AOS), which ensures an easy and economical way to upgrade or deploy a new Ethernet network. Also, the OS6860E protects your investment with native support of IPv4 and IPv6 switching.

These versatile LAN switches can be positioned:

- At the edge of mid- to large-sized converged enterprise networks
- At the aggregation/ distribution layer switches in three-tier networks
- In a small enterprise network core
- In data center for GigE server connectivity and SDN applications
- For converged data / voice / video networks

The switches provide:

- Versatile features and models offering high-density Gigabit and 10 Gigabit interfaces
- Up to eight switches can be connected using Virtual Chassis technology to create a single chassis-like entity with up to 32 10 Gigabit uplinks and 384 Gigabit ports
- IEEE 802.3af and 802.3at compliant PoE of 30 W per port on all ports
- The enhanced models of the OmniSwitch 6860 family support up to 60 W of PoE per port on four ports
- Hardware-accelerated DPI available on all models
- Application monitoring and fingerprinting are available on the enhanced models
- Advanced Unified Access features for converged campus network solutions in application fluent network
  - Integrated Policy with dynamic User Network Profiles
  - Extensive security features for network access control (NAC), policy enforcement and attack containment
  - SIP Fluency to provision and monitor QoS treatment of SIP flows
  - Airgroup™ Network Services for Bonjour speaking devices

- Enables deployment of comprehensive and secure BYOD services in enterprise networks\*
  - Advanced guest management capabilities
  - Device on-boarding and automated IEEE 802.1x provisioning
  - Device posture/health check and fingerprinting
  - Application management
- The OmniSwitch 6860 is SDN ready.
  - Supporting programmable AOS RESTful APIs, OpenFlow and OpenStack allow the creation of specialized services.
- This family offers extensive security features for network access control, policy enforcement and attack containment enabling fully secure networks and OmniVista Network Management System (NMS) support for easier operations.

\* requires Aruba ClearPass

## OS6860/OS6860E Models

The OmniSwitch 6860 family offers customers an extensive selection of Gigabit fixed-configuration switches with up to 60 watts of PoE per port and power supply options that accommodate the most demanding requirements. The models are in a 1RU form factor and are 19-inch rack-mountable. They all have four built-in 10 Gigabit SFP+ ports that support 10 Gigabits and 1000-X, two 20 Gigabit QSFP+ ports used as Virtual Chassis connections, USB ports and console ports.



There are 9 models in the family - four base models and five enhanced models. All of the OmniSwitch 6860 PoE models support PoE+, up to 30 watts of PoE on all ports, however only the enhanced models in the family support up to 60 watts of PoE on the first four ports. The enhanced models also have an ethernet management port ( EMP )port and a built-in co-processor that can be used for running Enhanced network services such as application fingerprinting and others in the future.

All OmniSwitch 6860 models support 1+1 redundant, hot-swappable power supplies. The primary and backup power supply units are internal but removable to allow for easier maintenance and replacement. The OmniSwitch 6860 family also supports power load-sharing for PoE between the primary and backup power supplies to provide up to 1500 watts of PoE per switch.

- OS6860-BP-PH-US – 600W Power Supply providing system and PoE backup power to the 24 Port Switches
- OS6860-BP-PX-US – 920W Power Supply providing system and PoE backup power to the 48 Port Switches

Up to 8 units of OS6860 models can be connected together to form a Virtual Chassis. There are 2 fixed QSFP+ ports located at the front of the switch which can be used as a virtual chassis links.

Each of the QSFP VFL ports is running at 20Gbps.

The QSFP+ VFL ports meet the SFF-8436 (cable assembly pinout) and the IEEE 802.3ba electrical specifications.

Supported cables on the QSFP ports:

- OS6860-CBL-40 Included in our quote – 20Gigabit direct attached Stacking Cable 40cm.

With this comprehensive and powerful network management tool, you will benefit from a full set of components for infrastructure and device configuration, monitoring, backup, scheduling, security, alerts, quarantine, troubleshooting, downtime resolution, and overall Management.

- Monitor and Manage your end-to-end physical and virtual network from a web-based user interface
- Tailor the interface to feature your most used or critical management functions
- Auto generate report on application bandwidth, network traffic, and more
- Visibility, Efficiency, & Performance

Given that your core 7700 will stay, nobody can integrate as seamlessly with your existing data core than we can.

## 2 Satisfying the Scope of Work

### Project Deliverables

- Delivery and installation of 28 managed, Layer-3, PoE+ network switches:
  - 19 x 48-port autosensing Gigabit switches with at least 2 x modular SFP+ ports.
  - 7 x 24-port autosensing Gigabit switches with at least 2 x modular SFP+ ports.
  - 2 x 12-port autosensing Gigabit switches with at least 2 x modular SFP+ ports.

UTNetworks has included

  - 19 – 48 Port OS6860-P48 Gig PoE switch – autosensing with 4 SFP+ ports
  - 9 – 24 Port OS6860-P24 Gig PoE switch – autosensing with 4 SFP+ ports
    - Note : There are no 12 port options available
- Associated management software.

UTNetworks has included OV2500 Network Management Software
- Configuration and management support during deployment.

Included in our Professional Services
- Configuration and management documentation.

Included in our Professional Services
- Configuration and management training and knowledge transfer.

Included in our Professional Services
- Removal of old switches (list below).

Included in our Professional Services

### Technical requirements

- Switches must be rack-mountable.

Read and Comply
- Switches must have redundant power supplies.

Read and Comply – 600w redundant power supplies for 24 port and 920w redundant power supplies for 48 port switches
- 1 x 10Gbps fiber GBIC/SFP+ module included per switch.

Read and Comply – SFP-10G-LR included – 1 for each switch
- Switches must deliver power (PoE+ standard) to each of the copper ports.

Read and Comply
- Switches must be capable of providing Quality of Service for network traffic.

Read and Comply
- Switches must be stackable to present multiple switch chassis as a single, logical switch.

Read and Comply

### Functional Requirements

- Switches must be manageable from a single software management console.

Read and Comply – OV2500 Included
- The software management console should be licensed for at least 4 department employees.

Read and Comply – 4 User Licenses included in Proposal

## 3 References

UTnetworks has worked with Los Angeles Family Housing for 6 Years to date. We have deployed all of their Communications Systems and Edge Switches.

### Customer Details

- 6 Locations Deployed
- 24 Total Access Switches Deployed
- QoS Voice Prioritization Deployed
- VLAN Configuration for Entire Network
- Ongoing Support and Knowledge Transfer

### Contact

- William Carter, MBA
  - Mobile : 661-436-4165
  - Email : [wcarter@glendora.k12.ca.us](mailto:wcarter@glendora.k12.ca.us) (Will recently was hired as the Director of IT for Glendora Unified School District. He oversaw all of the deployments that we did while with LAFH)

UTNetworks handles all Communications Systems and Network Infrastructure for WorldWide Facilities.

### Customer Details

- 19 Current Locations Deployed – Adding 7 more this year
- Over 50 Total Access Switches Deployed
- QoS Voice Prioritization Deployed
- Ongoing Support

### Contact

- Vikas Malhotra
  - Voice : 213-236-4557
  - Email : [vmalhotra@wwfi.com](mailto:vmalhotra@wwfi.com)

UTNetworks handles all Communications System and Switch Infrastructure for Catholic Charities LA & Orange County.

- 12 Current Locations Deployed
- Over 25 Total Access Switches Deployed
- QoS Voice Prioritization Deployed
- Ongoing Support

### Contact

- Patty Maize
  - Voice : 714-347-9602
  - Email : [pmaize@ccoc.org](mailto:pmaize@ccoc.org)



## 4 Additional Comments

UTNetworks will be able to inter into a Standard County Contract #113 as listed in Exhibit A of the RFP

## 5 Professional Services

### Project Management

- Utnetworks (UT) will assign a Project Manager (PM) as the single point of contact for the proposed services.
- UT PM will organize and chair kick-off call with the Customer.
- UT PM will organize the UT PS resource(s) to ensure the project is delivered to meet the quoted scope of services.
- UT PM will conduct status meetings with the Customer and assigned UT PS resource(s) as required.
- UT PM will electronically distribute meeting minutes, to include action items, after the above referenced status meetings.
- UT PM will ensure all UT product included in the scope of the project is onsite prior to the agreed upon start date of the proposed services.
- UT PM will manage project close out activities including knowledge transfer, release of UT PS resource(s), and documentation associated to the project.
- UT PM will Secure the Customer signature for project acceptance.

### Wired switches

- UT PS will conduct a remote meeting with the Customer to discuss high level design/redesign considerations to deploy the switches included in this scope of work.
- UT PS will conduct a data collection meeting with the Partner and Customer to obtain low level details such as IP addresses, switch names, VLAN names and numbers, etc. in order to create the low level design for the new switches
- UT PS will enable and configure SFP Tranceivers and Redundant Power Supplies on all switches
- UT PS will upgrade or downgrade the switch operating system version to meet the agreed upon high level and low level design, as required.
- UT PS will configure the quoted switches in accordance with the agreed upon high level and low level design.
- UT PS will provide up to four hours of knowledge transfer on OS6860 switches.
- UT PS will collect all the configuration files created or modified as part of this scope of work and provide to the customer.

### OmniVista

- UT PS will install the OmniVista 2500 on Customer provider device.
- UT PS will setup OmniVista 2500 to discover all the switches included within the scope of the integration.
- UT PS will provide up to four hours of knowledge transfer on OmniVista 2500 to include: discovery/building logical topologies, locator functions, telnet scripting, switch backups, notifications (setting thresholds for alerts)

### **Rack & Stack**

- UT PS will deliver and install all OS6860 switches in customer provided rackspace at each location
- UT PS will remove all de-commissioned switches from customer rack and place in customer provided location.
- UT PS will plug customer provide patch cables into switch based on information provided from customer.

## 7 Project Plan

| ID  | Task Name                                  | Assigned To | Duration | Start     | Finish    |
|-----|--|-------------|----------|-----------|-----------|
| 1   | Information Gathering                      |             |          |           |           |
| 1.1 | Project Kick-Off Meeting with Customer     | UT/Cust     | 1 day    | 6/1/2019  | 6/1/2019  |
| 1.2 | Order all equipment                        | Anthony     | 2 weeks  | 6/2/2019  | 6/15/2019 |
| 1.3 | Gather all Network Information             | UT/Cust     | 2 weeks  | 6/2/2019  | 6/15/2019 |
| 1.4 | Create Designs for Approval                | Nik/Eric    | 2 days   | 6/13/2019 | 6/14/2019 |
| 1.5 | Customer Approves Network Design           | Scott       | 1 day    | 6/17/2019 | 6/17/2019 |
| 2   | Pre-Install Prep                           |             |          |           |           |
| 2.1 | Stage Equipment in UT Lab                  | Eric/Mo     | 1 day    | 6/20/2019 | 6/20/2019 |
| 2.2 | Configure all Switches IP Scheme & Label   | Eric/Mo     | 1 day    | 6/21/2019 | 6/21/2019 |
| 2.3 | Install Trancievers/Power Supplies         | Eric/Mo     | 2 days   | 6/24/2019 | 6/25/2019 |
| 2.4 | Configure VLAN or Network routes           | Eric/Mo     | 2 days   | 6/26/2019 | 6/27/2019 |
| 2.5 | Pack all Equiment for Transport            | Eric/Mo     | 1 day    | 6/28/2019 | 6/28/2019 |
| 2.6 | Pre-site Milestone Call with Customer      | Anthony     | 1 day    | 6/28/2019 | 6/28/2019 |
| 3   | Installation                               |             |          |           |           |
| 3.1 | Rack and Stack Switches Bishop Locations   | Matt/Ben    | 1.5 days | 7/1/2019  | 7/2/2019  |
| 3.2 | Test/Troubleshoot all Bishop Switches      | Matt/Ben    | 1.5 days | 7/2/2019  | 7/3/2019  |
| 3.3 | Rack and Stack Switches Independence       | Matt/Ben    | 2 days   | 7/4/2019  | 7/5/2019  |
| 3.4 | Test/Troubleshoot all Independence         | Matt/Ben    | 2 days   | 7/8/2019  | 7/9/2019  |
| 3.5 | Rack and Stack Lone Pine                   | Matt/Ben    | .5 days  | 7/10/2019 | 7/10/2019 |
| 3.6 | Test/Troubleshoot Lone Pine                | Matt/Ben    | .5 days  | 7/10/2019 | 7/10/2019 |
| 4   | Training                                   |             |          |           |           |
| 4.1 | Switch Training/Knowledge Transfer         | Eric/Mo     | 4 hours  | 7/11/2019 | 7/11/2019 |
| 4.2 | Management Software Training               | Eric/Mo     | 4 hours  | 7/11/2019 | 7/11/2019 |
| 4.3 | Delivery of all Knowledge Guides           | Anthony     | 1 hour   | 7/11/2019 | 7/11/2019 |
| 5   | Project Close out                          |             |          |           |           |
| 5.1 | Closeout meeting with customer             | Anthony     | 2 hours  | 7/12/2019 | 7/12/2019 |
| 5.1 | review all deliverables for the projecgt   | Anthony     |          | 7/12/2019 | 7/12/2019 |
| 5.1 | Customer and UT sign off on closeout sheet | Anthony     |          | 7/12/2019 | 7/12/2019 |

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND UTNETWORKS FOR THE PROVISION OF  
NETWORK SWITCH PURCHASE AND REPLACEMENT SERVICES  
(Network Switch Refresh Project)**

**COST SUMMARY, PROJECT PAYMENT SCHEDULE, AND PRICE LIST**

**COST SUMMARY**

| Cost Summary for systems and services                                 |                  |
|---|------------------|
| Network Switch Equipment with 3 Years Software Support                | \$132,697        |
| Project Management, Installation, Configuration and Training Services | \$9,200          |
| Travel  | \$1,500          |
| Tax   | \$10,284         |
| <b>Total Project Cost</b>   | <b>\$153,682</b> |

**PROJECT PAYMENT SCHEDULE**

| Project Milestone                   | Due | Total          |
|-------------------------------------|-----|----------------|
| Execution of Agreement              | 50% | 76,841         |
| Equipment Delivery                  | 40% | 61,473         |
| Completion of Professional Services | 10% | 15,368         |
| <b>Total</b>                        |     | <b>153,682</b> |

**PRICE LIST**

**SEE ATTACHED**



May, 30 2019

**County of Inyo RFP-IS-1903**

| Name             | Description  | Qty | Unit Cost | Total     |
|------------------|--|-----|-----------|-----------|
| <b>Materials</b> |  |     |           |           |
| SFP-10G-LR       | 10 Gigabit optical transceiver SFP+  | 28  | 491.75    | 13,769.00 |
| OS6860-BP-PH-US  | OS6860-BP-PH-US OS6860-BP-PH modular 600W AC PoE backup power supply.                                      | 9   | 391.00    | 3,519.00  |
| OS6860-BP-PX-US  | OS6860-BP-PX-US OS6860-BP-PX modular 920W AC PoE backup power supply.                                      | 19  | 587.00    | 11,153.00 |
| OS6860-CBL-40    | OS6860 20 Gigabit direct attached stacking copper cable 40 cm, QSFP+)                                      | 8   | 99.65     | 797.20    |
| OS6860-P24-US    | OS6860-P24 Gigabit Ethernet L3 1RU chassis. 24 RJ45 10/100/1000 BaseT PoE+ , 4x10G SFP+, 2 stacking ports. | 9   | 2387.90   | 21,491.10 |
| OS6860-P48-US    | OS6860-P48 Gigabit Ethernet L3 1RU chassis. 48 RJ45 10/100/1000 BaseT PoE+, 4x10G SFP+, 2 stacking ports.  | 19  | 3561.93   | 67,676.67 |
| OV-NM-EX-20-N    | OV-NM-EX-20-N OV2500 NM R4 Lic - Lic. 20 NM-NEW .  | 1   | 2976.48   | 2,976.48  |
| OV4-START-NEW    | OV4-START-NEW -OV2500 NMS-Starter Pack-NEW R4. Incl 10 ALU-E device lic.                                   | 1   | 0.00      | 0.00      |
| SW3N-6860        | 3 Year Software Support for OS6860-P24/48  | 28  | 425.00    | 11,900.00 |
| SW3N-2500        | 3 Year Software Support for OV2500 Management Software   | 1   | 1590.00   | 1,590.00  |
| Rebate           | Switch Rebate  | 1   | -2175.00  | -2175.00  |
| <b>Services</b>  |  |     |           |           |
| PM-1001          | Project Management   | 1   | 1000.00   | 1000.00   |
| PD-RS-PS         | Per Day - Rack and Stack and Removal of Old Switches 2 techs   | 3   | 2400.00   | 7200.00   |
| Config Training  | 1 Day Remote Configuration Training  | 1   | 1000.00   | 1000.00   |
| Travel & Lodging | Travel & Lodging   | 1   | 1500.00   | 1500.00   |

| <b>Project Summary</b> |                      |
|------------------------|----------------------|
| <b>Total Materials</b> | 132,697.45           |
| <b>Total Services</b>  | 10700.00             |
| <b>Project Total</b>   | <b>\$ 143,397.45</b> |

**Payment Terms:** 50% due upon Signed Contract, 40% due upon delivery of equipment, 10% Final Balance Due upon completion of Professional Services.

**Sales Tax:** To be charged on Equipment only at local tax rate

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND UTNETWORKS FOR THE PROVISION OF  
NETWORK SWITCH PURCHASE AND REPLACEMENT SERVICES  
(Network Switch Refresh Project)**

**SEE ATTACHED INSURANCE SPECIFICATIONS**

**Attachment C**  
**to Standard County Contract No. 113**  
**Insurance Requirements for IT Vendor Services**

IT Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

*(Not required if consultant provides written verification it has no employees)*

- Not Applicable  
-AL
- ~~4. **Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.~~

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:



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***Additional Insured Status***

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, the Vendor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

***Waiver of Subrogation***

Vendor hereby grants to County a waiver of any right to subrogation which any insurer of said Vendor may acquire against the County by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

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***Verification of Coverage***

Vendor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that County is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

13

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** County Administrator – Information Services

**FOR THE BOARD MEETING:** June 25, 2019

**SUBJECT:** Approve and Award the Phone System Replacement Project contract to Maverick Networks, Inc.

**DEPARTMENTAL RECOMMENDATION:**

Request your Board approve and award the contract for the County's Phone System Replacement Project contract to Maverick Networks, Inc. in an amount not to exceed \$265,086 and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:**

The County's current telephone service is very expensive, telephone handset functionality is inconsistent throughout the County facilities, replacement handsets are no longer manufactured, and our voicemail system is no longer supported. There is a consensus in the County that we need a new telephone system.

The planning for the Telephone System Replacement Project began with four project brainstorming and planning meetings each in Bishop and Independence. The diverse group of employees collaboratively identified the problems that we wanted to solve with a replacement phone system, developed high-level project goals to solve the problems that we identified, and documented specific technical and functional requirements to support the project goals.

Following the planning meetings, the group collaboratively developed a recommendation to pursue a Telephone System Replacement Project in earnest. Using information from the recommendation and the planning meetings, we developed the language for a Telephone System Replacement Project Request for Proposals (RFP). The RFP was posted at the end of September, 2018 and proposals were due in early November, 2018.




The Telephone System Replacement Project RFP generated 13 responses, of which only 10 were fully responsive to the RFP. The evaluation team ranked the responsive proposals and identified four finalists based on the criteria outlined in the RFP. We invited the four finalists to Inyo County to demonstrate their systems in person, allowing us to verify that their systems truly satisfied our technical and functional requirements and to evaluate the systems to determine which solution would be the best value for the County. The evaluation team determined that the solution proposed by Maverick Networks, Inc. was the best value for the County.

Approximately 25 people representing most of the Departments across the County participated in the project planning and evaluation activities.

**ALTERNATIVES:** Your Board could choose to not approve the request to award the contract to Maverick Networks, Inc., to award the contract to a different vendor, or to direct staff to revise the RFP and start over. These alternatives are not recommended since we are confident in the recommended vendor's ability to fulfill our requirements and since the replacement phone system will save the County \$150,000-\$200,000 or more per year in telephone service costs.

**OTHER AGENCY INVOLVEMENT:** The Telephone System Replacement Project will affect and benefit all County Departments.

**FINANCING:** Funding is available in the Information Services budget (011807, Telephone Replacement Project).

| <b>APPROVALS</b>           |   |
|----------------------------|---|
| <b>COUNTY COUNSEL:</b>     | <b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i><br><br><div style="text-align: right;">            Approved: <u>yes</u> Date <u>6/17/19</u> </div> |
| <b>AUDITOR/CONTROLLER:</b> | <b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i><br><br><div style="text-align: right;">            Approved: <u>yes</u> Date <u>6/17/19</u> </div>                              |
| <b>PERSONNEL DIRECTOR:</b> | <b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i><br><br><div style="text-align: right;">            Approved: <u>J</u> Date <u>6/19/19</u> </div>                             |
| <b>BUDGET OFFICER:</b>     | <b>BUDGET RELATED ITEMS</b> <i>(Must be reviewed and approved by the budget officer prior to submission to the board clerk.)</i><br><br><div style="text-align: right;">           Approved: _____ Date _____         </div>  |

**DEPARTMENT HEAD SIGNATURE:**  Date June 19, 2019  
 (Not to be signed until all approvals are received)  
 (The Original plus 14 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF  
VOIP TELECOMMUNICATION SERVICES  
(Phone System Replacement Project)**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the telecommunication services of Maverick Networks, Inc. of Pleasanton, CA, hereinafter referred to as "Contractor", and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, those products and services set forth in Attachment A, attached hereto and by reference incorporated herein. This Agreement addresses both Contractor's provision and completion of the Phone System Replacement Project and Contractor's subsequent ongoing provision of maintenance and support services for that completed Project for the remaining term of the Agreement. The Phone System Replacement Project includes: Hardware Purchase, Installation and Configuration Planning, Hardware and Software Configuration and Deployment, System Performance Measurement and Tuning, Training for System Administrators and End-Users, Complete System Documentation, and Project Status Communications as described in Attachment A, "Scope of Work," and Attachment A-1 "RFP Response," which are attached hereto and incorporated herein by reference. Contractor shall utilize Attachment B "Customer Acceptance Test Plan," to validate successful implementation of the Project. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

Services and work provided by the Contractor under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from June 25, 2019, until twelve months after the date of first site cutover, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. Contractor shall be compensated for all services (including hardware purchase) associated with the Phone System Replacement Project ("the Project") and the first year (twelve months) of maintenance and support services in an amount not to exceed Two Hundred and Sixty-Five Thousand, and Eighty-Six Dollars (\$265,086). A cost summary, payment schedule, and price list for that Project is attached as Attachment C and incorporated herein by this reference. In the event payments for the Project equal the "not to exceed" amount, Contractor shall provide all services (and hardware) required to complete the Project under this Agreement without further compensation or cost reimbursement.

Project Acceptance - The County requires an acceptance period of at least 30 days subsequent to the completion of the Project. During this 30-day period the system must perform without interruption of services and in compliance with all representations offered in the vendor's proposal. Should the system or other associated devices fail to perform satisfactorily, the 30-day time frame for acceptance will start over until such time as the system performance is satisfactory for a period of 30 consecutive days. Final

payment (including change orders) will be withheld, and the warranty period will not begin, until system acceptance.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement, except to the extent that such costs are included in the total compensation figures set forth in paragraph 3A above.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed Two Hundred and Sixty-Five Thousand and Eighty-Six dollars (\$265,086.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of each milestone in the Payment Schedule set forth on Attachment C, an invoice for the amount then due under the Agreement. With the exception of Progress Payment 1 (the initial payment made upon contract execution), each invoice shall include an itemized statement of all services and work performed by Contractor pursuant to this Agreement for which a Progress Payment is then due. After the final payment has been made in that schedule, Contractor shall invoice County annually for ongoing support and maintenance services during remaining term of the Agreement. County shall make payment within 30 days of its receipt of such an invoice by the Contractor.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

#### **8. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

#### **9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement

shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

#### **10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

#### **11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

#### **12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

#### **13. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

#### **14. DEFAULT.**



If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**15. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty one (21) below.

**16. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**17. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**18. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**19. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**20. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-one (21) (Amendment).

**21. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**22. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:

Information Technology  
County of Inyo  
224 North Edwards Street  
Independence, CA 93526  
Fax: (760) 873-5599

Contractor:

Attn: Aaron Lee  
Maverick Networks Inc.  
7060 Koll Center Pkwy. #306  
Pleasanton, CA 94556

**23. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

# #

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF  
VOIP TELECOMMUNICATION SERVICES  
(Phone System Replacement Project)**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

By: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

Dated: \_\_\_\_\_

**CONTRACTOR**

By: Aaron J. Lee  
AARON J. LEE - CEO  
Type or Print Name

Dated: 6/25/19

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

## ATTACHMENT A

### AGREEMENT BETWEEN COUNTY OF INYO AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF VOIP TELECOMMUNICATION SERVICES (Phone System Replacement Project)

#### SCOPE OF WORK:

Contractor shall sell, deliver, install, and otherwise provide to County all materials, products, and services for the Phone System Replacement Project as described more fully in that certain document provided by Contractor to County entitled "Maverick Networks Response to Request for Proposals RFP-IS-1901 Phone System Replacement Project September 2018," which document is incorporated herein by this reference as though fully set forth (hereinafter referred to as "Contractor's RFP Response" or "RFP Response"). The County's Request for Proposals RFP-IS-1901 is also incorporated herein by this reference. Among other things, Contractor shall meet all of the County's "Project Deliverables," "Technical Requirements," and "Functional Requirements" set forth in the RFP-IS-1091, in a manner consistent with excerpts of the Contractor's RFP Response, which are attached hereto as Attachment A-1.

After County acceptance of the completed Project, Contractor shall commence and continue to provide ongoing maintenance and support services for the remainder of the Agreement. Such services include but are not limited to the following: providing software, licensing and firmware updates for the telecommunications equipment and systems, software and licensing updates for management software tools, and remote support during normal business hours.

Additional details pertinent to Contractor's scope of work for the Project, including an implementation plan, are set forth below:

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- 1.0 PURPOSE
- 2.0 PROJECT TEAM
- 3.0 PROJECT SCHEDULE
- 4.0 IMPLEMENTATION RESPONSIBILITIES
- 5.0 EQUIPMENT LIST
- 6.0 SWITCHROOM REQUIREMENTS
- 7.0 DATABASE COLLECTION
- 8.0 TRAINING PLAN

##### 1.0 Purpose

Maverick Networks provides this Implementation Plan to with the expressed purpose of providing visibility to Maverick Networks' organization and the activities required to make the Mitel MiVoice Business network Installation a success.

The most important factor to the successful installation of the Mitel MiVoice Business solution is the timely execution of the project events as defined in this document, made possible via mutual communication. This document is intended to provide the vehicle for this necessary communication flow.

Additionally, Maverick Networks uses an implementation process document called "Path to Excellence". This Excel document is made up of 20+ Tabs for gathering and tracking project information. Key information around site information, weekly customer meeting notes, and timeline are a few of the key areas addressed by the document.

**For the purpose of this document, the terms "Purchase Order" and "Agreement" are synonymous as relating to this project.**

## **2.0 PROJECT TEAM**

**Project Supervisor** - Responsible for all coordination and training functions.

Coordinates new installation, collects data base and conducts customer surveys, and provides site training prior to and during switch cutover.

**Technician** - Installs, maintain and service telephone equipment. Knowledgeable in Maverick Networks' telecommunication systems and has the ability to solve complex problems. They are responsible for the installation, testing, and cutover of the telephone, voice mail, call accounting and ACD systems.

**Vice President of Operations** - Manages Installation & Service Technicians, MAC Technicians, Project Supervisors and Project Managers responsible for new system install from sale to completion. Responsible for complete and timely installation of your new telephone and /or voice mail system and ongoing Service.

**Account Manager** - Responsible for insuring that Maverick Networks' is responsive to the customer's changing telecommunications needs. Works with customer to address cost and availability of new enhancements that may be requested to meet their future requirements.

**General Manager** - Overall Senior Manager responsible for all activities associated with sales maintenance, AMC's, installation, and project management regarding projects located in the geographic area.

## **3.0 PROJECT SCHEDULE**

The Implementation Milestone Chart lists, in chronological order, the activities necessary to successfully install the Maverick Networks' Mitel MiVoice Business solution. The chart is monitored and updated regularly to ensure that a coordinated effort is maintained throughout the project.

**1 Contract Award:** The date the contract was signed by the customer.

**2 Project Meeting:** The first post-award meeting with the customer. Sales introduces the Installation Team and preliminary discussions are held on project-related topics.

**3 Progress Payment 1 - Critical:** Progress payment due upon execution of the Purchase Agreement. (When Applicable )

**4 Customer Database Orientation:** A meeting with customer representatives to discuss the types of information they will need to provide to Maverick Networks' database collectors.

**5 Database Collection:** The collection of station and switch information as well as call accounting, voice mail and ACD information to be included in the database. This task must be completed in time for database development, programming, testing and the start of training.

**6 Telco Orders:** The date by which the initial request for the new telephone service must be placed with the local COG.

### **7. Status Meeting**

**8 Cable Reuse/Customer Records:** Customer will provide cabling records for analysis of cable reuse options. Analysis will be completed within four (4) weeks after receiving the records.

**9 Station Cabling:** When included in the installation, Maverick Networks' will be responsible for the act of placing new cable from station location to IDF or MDF.

Cabling must occur prior to placing and testing of the telephones.

**10 Switchroom Preparation:** The date by which the customer must have completed the switchroom preparations. This includes air conditioning, power, outlets, lights, flooring and any other work that must be done before the room is suitable for the system. The switchroom must be ready one week prior to switch delivery.

#### **11 Status Meeting**

**12 Secure Storage Area:** The customer will provide a lockable secure space to store the switch, telephones, computers, tools and other equipment. The room must be available prior to arrival of installation material and cable.

**13 Hardware Freeze:** The date after which customer equipment changes are prohibited. Changes received after this date will be implemented after cutover and are billable.

**14 Software Freeze:** The date after which customer software changes are prohibited. Changes received after this date will be implemented after cutover and are billable.

**15 Database Sign-Off:** The date by which the customer must have signed-off on all the database collection sheets. The customer database will not be processed or loaded unless this is completed. Delays in sign-off will impact the training and cutover dates.

**16 Database Processing:** The time during which the field generated data collection sheets are converted to software for loading into the switch.

**17 Database Load:** The task of physically loading the database into the switch.

#### **18 Status Meeting**

**19 Equipment Shipment:** The date the switch will leave the factory or staging area for delivery to the site.

**20 Progress Payment 2 - Critical:** Progress payment due upon delivery of the equipment to Tuolumne. (When Applicable )

**21 Power System Installation:** The task include erecting the battery rack, installing the batteries, chargers, rectifiers and connecting to the customer provided power source.

#### **22 Status Meeting**

**23 Switch Installation:** The time during which the Technician is setting up and cabling the switch, voice mail system, ACD, sentinel system and associated hardware and materials. The switch is connected to power and becomes operational.

**24 Equipment Testing:** The testing of the system and customer database using self diagnostics, as well as manual test procedures.

**25 Call Accounting Installation:** The task includes the installation of Call Accounting system or connection to existing Call Accounting system.

**26 Call Accounting Training:** The period of time which admin. training is provided when necessary.

#### **27 Status Meeting**

**28 Training Room Set-up:** The date when the training room must be cabled and the telephones operational.

**29 Station User Training:** Training in the use of the telephones and associated features for end users.

**30 Operator Training:** Training on live consoles dedicated for console operators. This training is provided a day or two before cutover.

**31 Telco Trunks Deliver:** The date when local telephone company should make the new trunks available for testing. This date should appear in the COG order. Trunks are required before system testing is completed.

**32 Progress Payment 3 - Critical:** Progress payment prior to cutover of the Equipment (When Applicable)

**33 MDF Cross Connects:** The task of connecting the switch to the house distribution or station cables on the main distribution frame. This task must be completed before final system testing, training or placing and testing of stations.

**34 Station Place and Test:** The period when the telephone instruments will be placed at the user locations and tested. Whenever possible Maverick Networks' would like to place the telephones up to two (2) days prior to cutover.

**35 Cutover:** The date on which the system is put into full operation and begins processing all calls for the customer. The existing telephone system is disconnected at this time.

**36 Acceptance:** The contractual date when the customer formally accepts the system. This date begins the warranty period. Acceptance is confirmed when the customer signs the In-Service Certificate and is effective the day of cutover, unless there is a contract specified acceptance period the contract was signed by the customer and to by Maverick Networks'.

**37 Final Status Meeting**

**38 Transition to Service:** The period of time that the installation manager, local service manager, project manager and customer meet to discuss the local service office responsibility.

**39 Progress Payment 4 - Critical:** Progress payment is due at the time of customer acceptance. ( When Applicable )

| Task Description               | Responsibility | Begin | Completed |
|--------------------------------|----------------|-------|-----------|
| Contract Award                 |                |       |           |
| Project Meeting                |                |       |           |
| Progress Payment 1 - Critical  |                |       |           |
| Customer Database Orientation  |                |       |           |
| Database collection            |                |       |           |
| Telco Orders                   |                |       |           |
| Status Meeting                 |                |       |           |
| Cable reuse / Customer records |                |       |           |
| Station cabling                |                |       |           |
| Switchroom preparation         |                |       |           |
| Status Meeting                 |                |       |           |
| Secure storage area            |                |       |           |
| Hardware freeze                |                |       |           |
| Software freeze                |                |       |           |
| Database sign-off              |                |       |           |

|                               |  |  |  |
|-------------------------------|--|--|--|
| Database processing           |  |  |  |
| Database load                 |  |  |  |
| Status Meeting                |  |  |  |
| Equipment shipment            |  |  |  |
| Progress Payment 2 - Critical |  |  |  |
| Power system installation     |  |  |  |
| Status Meeting                |  |  |  |
| Switch installation           |  |  |  |
| Equipment testing             |  |  |  |
| Call accounting installation  |  |  |  |
| Call accounting training      |  |  |  |
| Status Meeting                |  |  |  |
| Training room set-up          |  |  |  |
| Station user training         |  |  |  |
| Operator training             |  |  |  |
| Teico trunks delivered        |  |  |  |
| Progress payment 3 - Critical |  |  |  |
| MDF cross connects            |  |  |  |
| Station place and test        |  |  |  |
| Cutover                       |  |  |  |
| Acceptance period             |  |  |  |
| Final status meeting          |  |  |  |
| Transition to service         |  |  |  |

**4.0 IMPLEMENTATION RESPONSIBILITIES SUMMARY**

The Implementation Responsibilities state what activities are expected to be performed by each involved party.

**Maverick Networks' Responsibilities**

1. Provide and install the equipment and software required by Customer Purchase Order.
2. Assign a Project Supervisor to coordinate the Mitel MiVoice Business, voice mail system, call accounting and ACD install, including requirements of Maverick Networks' personnel, factory build, shipping, inventory and scheduling. The Project Supervisor will be the formal contact between Customer and Maverick Networks' during the project.
3. Perform station and console user training.
4. Coordinate and perform the ordering of trunk facilities, when necessary.
5. Provide a Technician to install the Mitel 3300's and associated equipment.
6. Provide Switchroom specifications for the Mitel 3300's and associated equipment.

**Customer's Responsibilities**

1. Assign a single point of contact who will serve as the contact for Maverick Networks' Project Supervisor.
2. Build and/or modify the switchroom to meet the operating specifications for the mitel equipment as provided by Maverick Networks'.



3. Perform station cable installation to serve the additional telephone instruments purchased. Should station cable be reused, Customer will be responsible for providing all associated cable records and blue prints. These should include at a minimum Room number and Cable jack number.
4. Provide electrician to connect main power source to power charging unit.

## 5.0 EQUIPMENT LIST

### Description Quantity

To be included at a later date.

## 6.0 SWITCHROOM REQUIREMENTS

The Mitel MiVoice Business system has certain requirements that must be met in order to ensure dependable performance.

### Environmental Requirements

The environment must be:

1. Clean, dry and uncluttered to prohibit the intake of dust and dirt into the system.
2. Well ventilated to dissipate warm air from the cabinet.
3. Maintained at an ambient temperature of 41 to 100 degrees F.
4. Maintained at a relative humidity (non-condensing) between 20% and 80% over the specified temperature range.

### Site Requirements

The equipment location must be:

1. Level.
2. Away from sources of vibration.
3. Provided with enough AC power outlets for the system's peripheral equipment.
4. Well-lit
5. Free of overhead pipes that would be subject to condensation or rupture, causing damage to the equipment.
6. Away from strong magnetic fields such as those created by large transformers.
7. Away from areas near corrosive fumes or machine exhaust, which might cause deterioration of circuit components.
8. Away from moving machinery and/or vehicles.
9. Away from heating ducts or adjacent windows which might cause the ambient temperature to go above or below the required operation range.
10. Located so as to permit adequate air circulation in front of the 3300 ICP.

### Power Requirements

1. 120 volt equipment with a twist locking receptacle.
2. In addition the switchroom should be supplied with 3 (three) 120 volt, 20 amp breaker, duplex plugs. These plugs can be used for maintenance terminals, test equipment, etc.

## 7.0 DATABASE COLLECTION

### Database Collection

Prior to the database process we will conduct database orientation meetings with the department management team to review all features that are available to the user in order to streamline their departmental operations.

Database collection is the gathering of information required to customize the Mitel MiVoice Business system operation to needs. Database collection for this project will be limited to the acquisition of data associated with the telephone instruments and trunks.

Database collection meetings with responsible Customer Representatives. The meeting will provide discussion on the, Voice Mail, Call Accounting system, ACD features and configuration, Business feature and performance requirements, and special telecommunication applications. The result will be a detailed database documentation spread sheet which will be utilized to program the, Voice Mail, Call Accounting and ACD systems and telephone instruments.

For example:

What type of telephone for each user

Where will each person be sitting

Discussion of button template

Call processing and department needs

Contact center call flows, IVR, EPIC integration etc.

Review UC applications

Cabling locations, cable ID, etc.

Trunking requirements

## **8.0 Training Plan**

### **Training**

The Maverick Networks' user training session is designed to meet the requirements of preparing attendants and station users for the use of the Telephone and Voice Mail systems. Maverick Networks' will provide hand-on training for all Customer personnel. Each user learns to use each feature and understand the associated benefits. Training is scheduled prior to Cutover with appropriate follow-up after Cutover. The training sessions are equipped with telephone instruments for actual hands-on use.

In order for the training class to be fully effective Maverick Networks' recommends that each training class be not less than 15 and no more than 25 station user. Training for administrators should be no more 5 users.

### **Training Class Outline**

#### **Station user training session content includes:**

1. Presentation of system, emphasizing benefits of the most common features (Call pick-up, call forwarding, etc.)
2. Demonstration of features.
3. Hands-on experience of features with telephone instruments.
4. Review of MiCollab application for users.
5. Question/answer session.

6. A Telephone User Guide, Based on Instrument type, is provided.

**Telephone set familiarization:**

1. Identification of button types: fixed feature buttons, programmable feature buttons, RG Tone Key (ring tones), volume control.
2. Brief mention of other types of sets that may be encountered (i.e., 24 buttons, displays, and speakers).

**Voice mail System Feature Review:**

1. Step-by-Step review of the features outlined in the users guide.
2. A review of a quick reference chart for voice mail.

**Hands-on Experience Using Telephone Sets and Voice mail:**

1. Using telephone sets the students will have the opportunity to perform most of the features that they will encounter. (Due to the nature of such features as 8-party conference, and message waiting, some features will not be available for demonstration in a training environment.)
2. Using a couple of "dummy" voice mail boxes, students will have an opportunity to listen and operate the voice mail tutorial that will be mandatory for all employees the first time accessing voice mail.

**\*ACD Agents & Supervisors will receive training on the above items as well as ACD specific features.**

**ATTACHMENT A-1**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF  
VOIP TELECOMMUNICATION SERVICES  
(Phone System Replacement Project)**

**EXCERPTS OF CONTRACTOR'S RFP RESPONSE  
ADDRESSING PROJECT DELIVERABLES, TECHNICAL  
REQUIREMENTS, AND FUNCTIONAL REQUIREMENTS**

**SEE ATTACHED**

## Scope of Work – Project Deliverables

The project deliverables must include the following:

- Telephone management system
  - Configurable via web interface or other remote access from within the County network.
  - Voice Mail storage and archiving.
  - Must be easily maintained by the County.

### Management/Administration interface

The proposed Mitel solution natively provides centralized, consolidated provisioning, configuration and administration for all solution elements:

- desktop, web and mobile UC clients
- required PBX settings
- unified messaging
- Teleworker
- audio, video and web conferencing

These components reside on a single server and share common installation, commissioning and administration tools. This makes the Mitel solution a single standalone system that can be administered through its own web browser interface, with no other management application required. Even for centralized deployments with thousands of users at multiple locations, there is no need to purchase additional management tools beyond what is embedded in the solution.

The screenshot displays the Mitel MiCollab administration interface. The main content area is titled "Licensing Information" and contains two tables. The first table, "Unified Communications and Collaboration (UCC) Bundles", shows the following data:

| Bundle                                  | Your Licenses | Currently used |
|---|---------------|----------------|
| UCC Entry User for Enterprise (V4.0)    | 59            | 0              |
| UCC Premium User for Enterprise (V4.0)  | 50            | 21             |
| UCC Standard User for Enterprise (V4.0) | 10            | 0              |

The second table, "Application User Totals", shows the following data:

| Application                       | User Licenses | Currently used |
|-----------------------------------|---------------|----------------|
| Audio, Web and Video Conferencing | 1000          | 24             |
| Unified Messaging                 | 10            | 0              |
| Speech Auto Attendant             | 10            | 0              |
| Teleworker                        | 250           | 0              |
| <b>MiCollab Client</b>            |               |                |
| Console                           | 2             | 0              |
| Desktop                           | 135           | 22             |
| Mobile                            | 135           | 22             |
| Softphone                         | 140           | 22             |

Mitel | MiCollab admin@micollab.gsmaverick.com Status Online

### Users and Services

The Users and Services directory allows you to view user data and assign or remove user services. The directory lists the usernames and office numbers, MiCollab users, and shows the services that have been assigned to each user. Services are only available if they have been installed on the server as an application blade and are licensed.

Users **Network Settings** **User Templates** **User Roles** **Locations** **Departments** **Bulk User Provisioning**

Search: b Unassigned services: **16** (100%) Total number of users: **126** Out-of-office users: **0**

View: **10 Results** of a time

**Add** **Quick Add** **Import** **Export** **Export to CSV** **Import from CSV** **Deploy MiCollab Clients** **Connect to Mitel System Mail** **Refresh**

| Last Name               | First Name | Phone(s)             | HiPoint Unified Messaging           | MiCollab Client                     | Search Auto Attend                  | Auth, Web and Video Conferencing    | Teleworker                          |
|-------------------------|------------|----------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <a href="#">Gardner</a> | Todd       | 2112<br>2112         | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <a href="#">Gardner</a> | Bruce      | 2614                 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| <a href="#">Gardner</a> | Brian      | 8086<br>8086<br>8086 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |
| <a href="#">Gardner</a> | Bob        | 2110<br>2110<br>2110 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |                                     |

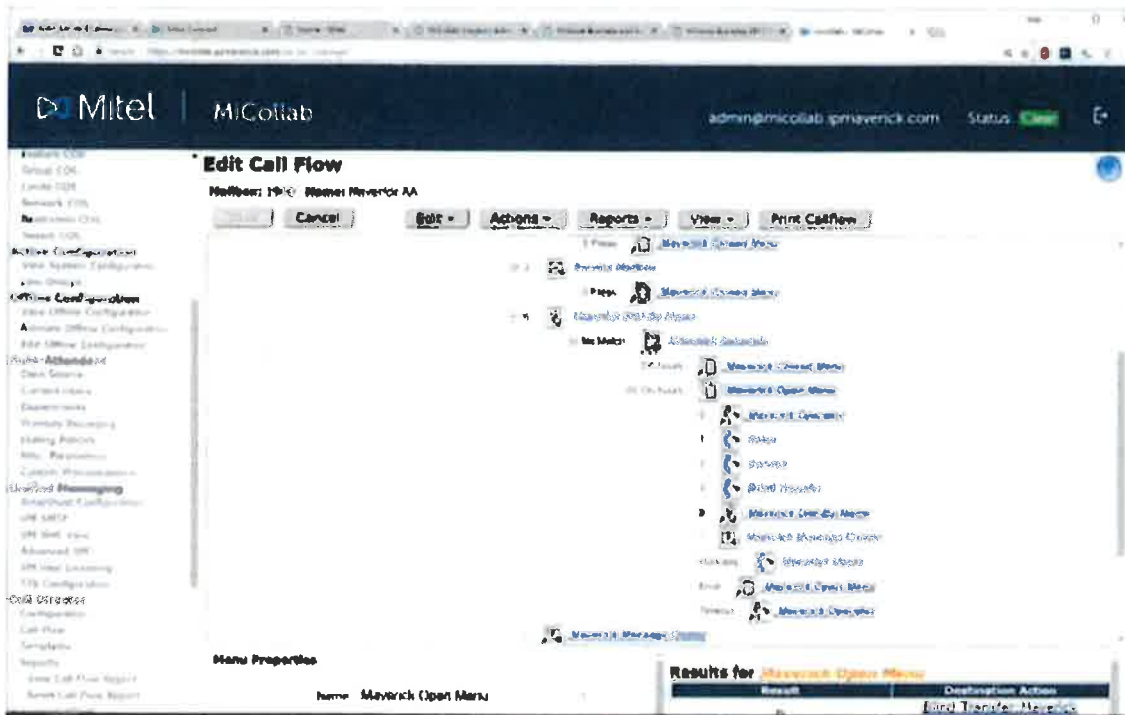
Mitel | MiCollab admin@micollab.gsmaverick.com Status Online

### 'Monthly' Graph (2 Hour Average)

| Max               | Average         | Current           |
|-------------------|-----------------|-------------------|
| 100 MB/min (100%) | 70 MB/min (70%) | 100 MB/min (100%) |
| 20 MB/min (20%)   | 10 MB/min (10%) | 20 MB/min (20%)   |

### 'Yearly' Graph (1 Day Average)

| Max               | Average         | Current           |
|-------------------|-----------------|-------------------|
| 100 MB/min (100%) | 40 MB/min (40%) | 100 MB/min (100%) |
| 20 MB/min (20%)   | 10 MB/min (10%) | 20 MB/min (20%)   |



## VoiceMail Storage and Archiving

VoiceMail messages are stored both in the NuPoint Unified Messaging platform and in Microsoft Exchange/Office 365 depending on precise configuration. Messages in email can be saved using general email rules and message management. Messages in the VoiceMail system can be saved by the user via the Telephone User Interface, Web Interface, or MiCollab Client interface. Messages stored in the VoiceMail platform are stored in a secure proprietary format and are only accessible via the voicemail system interfaces. Messages in Outlook are stored in .WAV or .MP3 format.

- **Configured call management system**
  - **Must handle routing incoming calls to any County department.**
  - **Voice menu must have a simple configuration process.**

The MiVoice Business Platform is an Enterprise Class Call Control Platform and you can expect to have 100% control over call handling and be able to route calls to and from any department in the County.

A few of the features are described below;

### **MiVoice Business Uniform Numbering Plan**

MiVoice Business supports the use of a network uniform numbering plan that allows the user to select the same digits to reach a station from any location in the network.

### **MiVoice Business Call Handling**

Increasingly callers require more information when calls are redirected. MiVoice Business ensures the name appears rather than the extension when call get directed to another extension.

e.g., Forwarded from: Sarah Morgan

From the onboard directory and ESM interface within MiVoice Business, users can define whether a number should appear in the directory to help make the search easier to use.

| Name            | Number | Prime Name | Privacy | Include in Phonebook | Character Element<br>Internal Ext./Speed Call | Department         |
|-----------------|--------|------------|---------|----------------------|---|--------------------|
| Sarah Morgan    | 3511   | No         | No      | Yes                  | Internal                                      | Product Management |
| Sarah Morgan SP | 2521   | No         | No      | Yes                  | Internal                                      |                    |

Additionally, the directory supports full UTF8 names.

In the past, numbering plans are non-uniform and have numbers of different lengths. This caused some delay in dialing as the system is "waiting" to for the interdigit timer to expire before sending the number out. A "call" soft prompt will now allow a user to enter the number and hit the call key. The system will dial the call immediately making the user experience like using a mobile device.

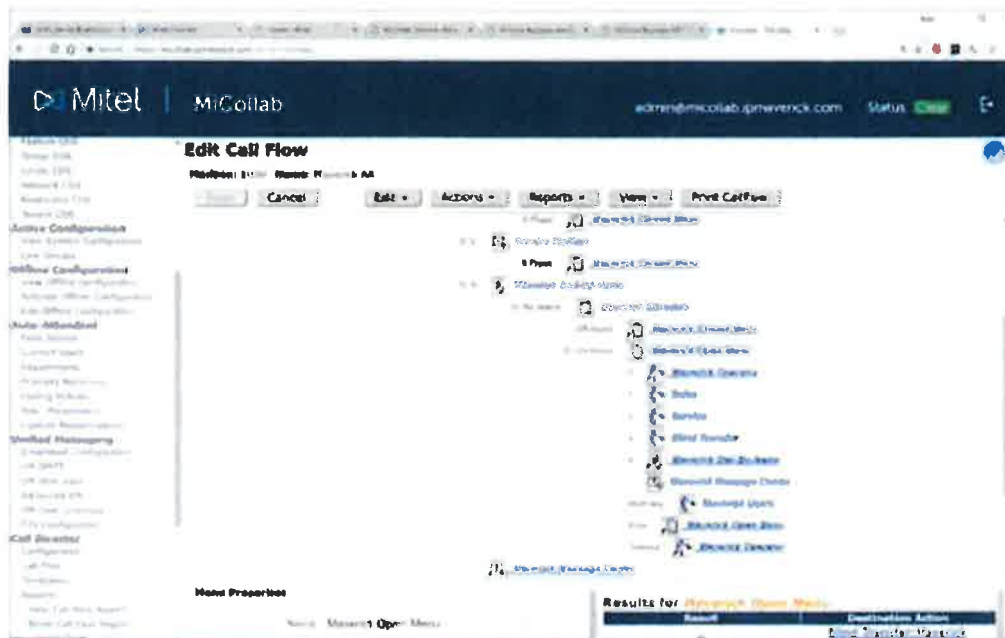
### **MiVoice Business Auto Attendant Features**

The following table provides a summary of several Auto Attendant features available on MiVoice Business;



| Feature                                    | Description   |
|--|---|
| Open & Closed Greeting                     | A company greeting can be programmed to change automatically from open business hours to closed or after hours.   |
| Expire at a Preset Time Greeting           | A company greeting can be programmed for use over holidays or shutdowns, expiring automatically after a specified number of days.   |
| Alternate Greetings                        | Each port can use one of eight alternate greeting sets (open, closed, or temporary) to allow special greetings per port.  |
| Play Greeting by Incoming Trunk Assignment | Each port can be assigned to answer calls on specific incoming trunks and play a greeting based on the destination dialed, such as sales, shipping and receiving, or customer service.  |
| Directory                                  | Also known as name dialing. Callers may access a mailbox directory where they are able to reach a mailbox owner by dialing the person's first or last name rather than the mailbox number. The system can be configured for either first or last name dialing, but not both at the same time. |
| Caller Type Ahead                          | Callers who are familiar with the system may enter their keypad selections without waiting for the system prompts.  |
| Operator Revert                            | Callers may reach a live attendant at any time by dialing "0".  |
| Fax Finder                                 | Detects an incoming fax tone and directs it to the fax mailbox or extension.  |
| Operator Transfer to a Mailbox             | Allows an operator to transfer an outside caller to a specified mailbox where the caller immediately hears the subscriber's personal greeting and is prompted to leave a message. Callers press # to bypass or interrupt the greeting and begin recording a message.                          |
| Transfer to Any Extension                  | Allows the user to dial any internal extension defined in the system.   |
| Quick Message                              | Allows a caller reaching the auto attendant to leave a message in a specific mailbox without transferring to the mailbox extension and possibly speaking live with the subscriber.  |

|                                    |  |
|------------------------------------|--|
| Multi-Level Auto Attendant         | Allows a hierarchical menu to be programmed on the auto attendant. This provides callers with better self-service access to the person or department they are calling.   |
| Multiple Message Capability        | Allows an outside caller to leave more than one voice mail message per call, therefore saving on toll charges.   |
| User Programmable Dial 0 Extension | Allows the user to program the dial 0 extension to any internal extension, for example, a personal or departmental secretary. The administrator can override the system default ("0" for the operator) with any valid phone number, including an external number or even a long-distance number. The administrator can also override the system default on an extension-by-extension basis, with any valid phone number. |
| Park and Page                      | Auto Attendant Park and Page enables the auto attendant to park incoming calls and announce them to the requested party using paging. The requested party can then retrieve the call by using the Call Park – Retrieve feature.  |
| Supervised/Unsupervised Transfer   | The auto attendant can be programmed to perform either supervised or unsupervised transfers. The addition of supervised transfer capability allows calls that cannot be competed to return to the auto attendant for further processing.   |



## MiVoice Business Automatic Route Selection Feature

Automatic Route Selection (ARS) is a standard feature that routes trunk calls based on the following parameters:

- route availability, where a route is defined as a collection of similar trunks within a trunk group
- cost, when more than one route exists
- toll restriction, whether the caller can make such a call and, if so, on what facility

ARS simplifies local and long-distance dialing by automatically selecting the most convenient and cost-effective route, and by inserting and deleting digits for proper routing.

When the least expensive route is selected and unavailable, the user will hear an ARS Expensive Route warning tone, at which point the user can proceed with the call, camp-on to the least expensive route, request a call back from the least expensive route, or abandon the call.

The ARS functions without input from the user, and is not dependent on a fixed numbering plan.

### Advanced ARS

Advanced ARS allows the user to program day and time zones, route plans, and assign ARS.

## MiVoice Business Call Forwarding Features

MiVoice Business provides a number of call forwarding features. The third column in the table below indicates which features are supported by resiliency. N/A indicates that the feature is not specifically related to resiliency or a resilient device, but the feature will work on the system.

| Feature   | Description   | Resiliency Support |
|---|---|--------------------|
| <b>Call Forward — Busy (external source)</b>      | Forwards incoming external calls when the user is busy.         | Yes                |
| <b>Call Forward — Busy (internal source)</b>      | Forwards incoming internal calls when the user is busy.         | Yes                |
| <b>Call Forward — No Answer (external source)</b> | Forwards incoming external calls when the user does not answer. | Yes                |

| Feature   | Description   | Resiliency Support             |
|---|---|--------------------------------|
| <b>Call Forward — No Answer (internal source)</b>   | Forwards incoming internal calls when the user does not answer.   | Yes                            |
| <b>Call Forward — Follow Me</b>                     | Forwards all incoming calls to a user-defined answer point. The answer point can be any extension, attendant or messaging system.   | Yes                            |
| <b>Call Forward — Follow Me Third Party</b>         | Forwards all incoming calls and is activated from an alternate location. The answer point can be any valid number in the system (e.g., extension, speed dial, or attendant).  | Yes                            |
| <b>I Am Here</b>                                    | Routes all calls to the user at the user's present location.  | Yes                            |
| <b>Call Forward</b>                                 | Allows the user to redirect incoming calls to an alternative number.  | Yes (features and access keys) |
| <b>Call Forward — Cancel All</b>                    | Allows the user to cancel all types of call forward.  | No                             |
| <b>Call Forward Delay</b>                           | <p>Enables a call to a phone (with Call Forward – Busy) to be delayed at a busy extension. In this case, the user would receive notice that another call is waiting.</p> <p>In this setting, a telephone can either display the name of the waiting caller or provide an interrupted dial tone.</p> | No                             |
| <b>Call Forward — Follow Me — End Chaining</b>      | Ensures that redirected calls are not further redirected.   | Yes                            |
| <b>Call Forward — Follow Me — Reroute When Busy</b> | If a call is forwarded to a busy line, this feature will reroute the call to an alternative line.   | No                             |

| Feature  | Description   | Resiliency Support |
|--|---|--------------------|
| <b>Call Forward Group</b>  | Allows the user to forward group and prime lines to different locations.  | Yes                |
| <b>Call Forward Out of Service</b>                                   | This feature behaves like Call Forward — No Answer. If no destination has been programmed, the system will handle incoming calls as though the phone is not installed.  | No                 |
| <b>Call Forward Override</b>   | Allows the user to bypass or override any call forward condition at the station being called.   | Yes                |
| <b>Call Forward Override / Supervised Transfers for DSS/BLF Keys</b> | <p>Standard and secretarial Direct Station Select (DSS) and Busy Lamp Field (BLF) keys can override all forms of call forwarding on the monitored directory number (DN).</p> <p>The DSS keys can be used to transfer calls to the monitored device. For example, to perform an unsupervised transfer, the user presses TRANS/CONF followed by the DSS key. For a supervised transfer, the user simply selects the DSS key and waits for the monitored device to answer.</p> |                    |
| <b>Post-Call Destination</b>   | Calls are automatically forwarded to a predetermined destination following call completion (e.g., all contact center calls are forwarded to a customer satisfaction survey). This feature can also be used to “catch” calls that are unintentionally dropped. With Post-Call Destination, rather than losing the call, it is automatically rerouted to another answer point.  |                    |
| <b>Single-Button Transfer to Voice Mail</b>                          | Call transfer to a voice mailbox can be invoked by pressing the Message key on a Mitel IP Phone or a soft key on a Mitel phone console and entering the desired contact’s extension.  |                    |

## **Personal Ring Group and Handoff Feature**

The Personal Ring Group (PRG) feature allows a collection of devices (directory numbers) to be associated with a single user.

When the user's primary number is called, MiVoice Business rings all associated devices (up to eight) simultaneously. The primary number acts as the unique PBX identity or directory number. Similarly, whichever PRG device a mobile worker uses to make a call or access a feature will take on the user's identity including all the user's rights and permissions.

The PRG can be configured as One Busy All Busy. This means, if one device in a PRG is occupied, MiVoice Business will treat any subsequent calls to the user's primary number as Busy.

PRGs can also include the following softphone applications:

- MiCollab Client
- Microsoft Office Communications Server 2007 Client (For the purposes of dual forking, allows a user to have a desk phone, a cell phone and an Office Communications softphone. The PRG manages the simultaneous presentation of calls.)

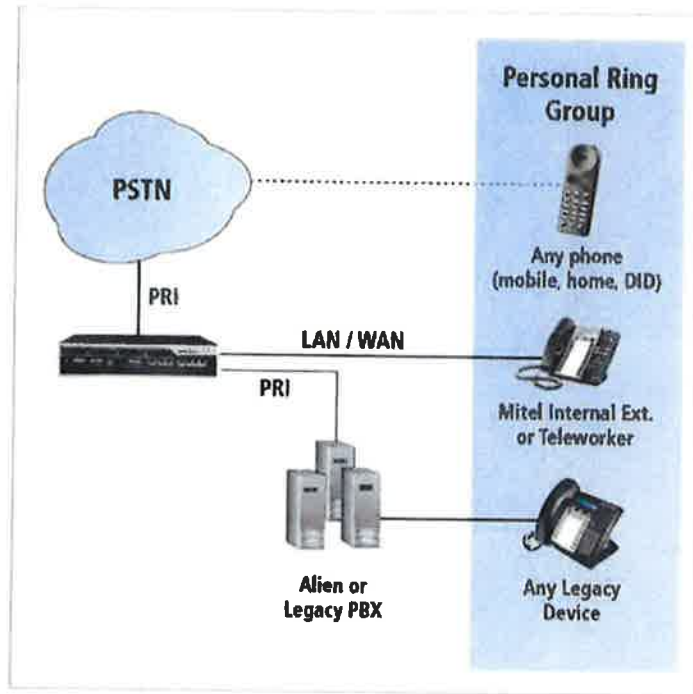
## **Network Transitioning**

If the user has a dual-mode cellular phone and runs a SIP client, the user can be a member of the PRG if it has an MiVoice Business SIP license. In this context, a smartphone user on a public mobile network call (GSM) who moved within range of an open Wi-Fi zone or enterprise wireless network could alternate from one network to another, transitioning seamlessly from an expensive network to a free call.

## **Handoff Feature**

The PRG Handoff feature allows a mobile user to switch back and forth between fixed and mobile devices without interrupting the flow of conversation. A "push" passes the call to the group, where it can be answered by any other enabled device. A "pull" takes an in-progress call away from another device. To push a call to, or to pull a call from, another member, a Handoff key or equivalent feature access code may be configured.

Users can program any button, including Programmable Key Module (PKM) buttons, as a Handoff key. An external hot-desk or mobile user can invoke mid-call features from the dial-pad while active on a PSTN trunk. The default Handoff feature may be accessed by dialing 5, which pushes the call back to, or pulls it from, the user's PRG.



### **MiVoice Business Enhanced Ring Groups**

MiVoice Business provides users the ability to create Enhanced Ring Groups, which consolidate the definitions of a group's membership and the group's ring algorithm into a single, programmable definition.

The members of a group can be defined, and the hunting, or ringing algorithm, can be assigned to that group. The queuing behavior, overflow definition, and destination definition, and post call handling can also be described within the construct of a single definition.

An Enhanced Ring Group records messages (specific RADs or groups of RADs) and their relative start times for callers waiting for an agent to answer. A typical RAD message may thank the caller for remaining on hold, relay the caller's position in the queue, and provide an expected wait time.

Groups can be defined as consisting of any dial-able endpoint. This includes MiNET devices, Hot Desk users, SIP endpoints, analog endpoints, Dynamic Extension endpoints, multi-device users, Remote Directory Numbers, and other groups.

A hunt group consists of members of a group that act as routing points. When a call is received, the telephone system searches the members assigned to hunt groups for the first available member of the group and switches the call to that member.

Overflow improves call handling by determining whether to move a call to an alternate answer point. A algorithm considers how many calls are in the queue, how many members are active in the group, and

what the average call duration is. If the threshold is reached, calls will be moved to another answering destination.

The ringing algorithm defines the way an idle party is selected within the group. The choices are:

- Terminal hunting (start at the beginning)
- Circular hunting (start at the last party)
- Terminal Cascading (Move to next on no answer)
- Circular Cascading (Move to next on no answer)

### MiVoice Business: Caller-ID-Based Routing—White List and Black List

To help customers better manage calls, Mitel has created a whitelist/blacklist capability which can route specific incoming callers based on calling line ID.

For the whitelist, the calling line ID can be used to provide a white glove service to route known contacts to specific users or groups of users to help ensure optimum customer service.

For the blacklist, unwanted calls can be routed either to a message-only mailbox or simply disconnected, thus avoiding staff having to waste time dealing with unnecessary calls.

Either of these routing choices can be based on a full or partial CLI match. In addition, the table that lists the white or black list can have an unlimited number of entries; and it's easy to add, change, or delete numbers.

*MiVoice Business White or Black List Table*

The screenshot shows the Mitel MiVoice Business web interface. The main content area is titled "Caller Based Routing Service" and includes a search bar and a table of routing rules. The table has the following columns: Caller ID, Priority (None to High), Description (Optional), and Caller Based Routing Service Type. The table contains three entries:

| Caller ID  | Priority (None to High) | Description (Optional) | Caller Based Routing Service Type |
|------------|-------------------------|------------------------|-----------------------------------|
| 8234382540 |                         |                        | Blacklist                         |
| 4130429122 | 500                     | 4942920                | Whitelist                         |
| 5135921234 | 500                     | 0299                   | Blacklist                         |



- **Approximately 500 phones as required by departments**
  - **At least three different styles of phones: desktop phone with speakerphone capability,**
  - **wall-mount phone with speakerphone capability, and conference phone.**
  - **ADA-compliant telephone handsets and system options must be available as needed.**

### **MiVoice 6920 IP Phone**

Designed for the enterprise user, who requires flexibility and reliability from their phone to meet their heavy phone requirements, the 6920 IP Phone has been proposed for users as it met the requirements listed in the RFP.



The MiVoice 6920 is designed for enterprise users who demand not only a modern design but also a phone that is flexible and delivers a high quality communications experience. Delivering an exceptional HD audio experience via its speech optimized handset, it also provides a full-duplex speakerphone and support for USB and analog handsets.

Mobile device integration is enabled with the addition of the optional USB Bluetooth dongle, allowing access to many of the features of their mobile phone from their desk phone including contact list synchronization and the ability to make/receive mobile calls on their desk phone.

All of these features make the MiVoice 6920 one of the most advanced general purpose IP desk phones available today.

- 3.5-inch QVGA color display: 320x240 pixel
- MobileLink mobile device integration (available through optional USB BT dongle)
- Crystal clear HD audio
- 18 programmable personal keys
- Context sensitive soft keys
- High quality full-duplex speakerphone
- Corded speech optimized handset
- Native DHS/G/EHS analog headset support
- USB port for headsets and accessories
- Gigabit Ethernet ports with PoE

### MiVoice 6930 IP Phone

Powerful, customizable IP phone designed for the power user the 6930 IP phone could be added if desired.



Ideal for power users who require a phone that can be tailored to their specific communication needs. Designed from the ground up to provide an exceptional HD audio experience via its speech optimized handset, enhanced full-duplex speakerphone and support for Bluetooth, USB and Analog handsets.

Mobile device integration seamlessly marries your mobile phone call audio and contact information with the MiVoice 6930. Calls to your mobile phone can be answered on the MiVoice 6930 just like any other call, leveraging the superior audio performance and ergonomics of the 6930 IP Phone. Mobile phone contacts are automatically synchronized with the MiVoice 6930 allowing access to the same contacts on either device. Additionally a powered USB port suitable for charging a mobile phone is also built into the MiVoice 6930.

- Large 4.7-inch color display: 480x272 pixel LCD
- MobileLink mobile device integration
- Crystal clear HD audio
- Mobile phone charging point
- Embedded Bluetooth 4.0
- 72 programmable personal keys
- Context sensitive soft keys
- Enhanced full-duplex speakerphone
- Corded speech optimized handset
- Gigabit Ethernet ports with PoE

### **MiVoice 6940 IP Phone**

Executive power users will rejoice as the power of touch is combined with flagship functionality in this state-of-the-art IP Phone. The 6940 IP phone is an additional option if desired.



Designed for the executive user who demands an exceptional phone that meets their demanding communication needs, the MiVoice 6940 IP Phone offers power users a touch-centric user experience on top of robust, productivity-enhancing features.

Mobile device integration seamlessly marries your mobile phone call audio and contact information with the MiVoice 6940. Calls to your mobile phone can be answered on the MiVoice 6940 just like any other call, leveraging the superior audio performance and ergonomics of the 6940 IP Phone. Mobile phone contacts are automatically synchronized with the MiVoice 6940 allowing access to the same contacts on either device. Additionally a powered USB port suitable for charging a mobile phone is also built into the MiVoice 6940.

- Large 7-inch touchscreen color display: 800x480 pixel LCD
- Touchscreen keyboard
- MobileLink mobile device integration
- Crystal clear HD audio
- Mobile phone charging point
- Embedded Bluetooth 4.0
- 96 programmable personal keys
- Context sensitive soft keys
- Enhanced full-duplex speakerphone
- Cordless speech optimized handset

## MiVoice Conference Phone

The MiVoice Conference Phone is the first device of its kind, created in direct response to the need for an easier, more cost-effective way to collaborate. In a single, compact touch-screen device it makes rich multimedia collaboration as simple as making a phone call.

An all-in-one appliance, the MiVoice Conference Phone provides multi-party audio conferencing, in-room presentation display, and remote collaboration for personal offices and conference rooms at a fraction of the cost of traditional room-based systems. Its open-standards, SIP-compatible technology fits seamlessly into existing infrastructures including PBX deployments and computing environments from Mitel and third parties.



The Mitel device enables impromptu collaboration for up to four participants through the following key features:

- superior audio conferencing technology including a beam-forming microphone array
- built-in presentation display via an HDMI interface that supports connection to a high-definition flat-panel screen or projector
- embedded Microsoft Office readers/editors with cloud storage access and remote desktop access (no need to use a laptop to give the presentation)
- support for multiple file transfer methods including cloud access (e.g., Dropbox or Google Docs), a USB flash drive, and micro SD card
- four-party HD video conferencing (720p capable) without an external MCU

Note: MiVoice Conference phone is not wireless but supports OPTIONAL wireless microphones and can be connected to an OPTIONAL Mitel Wireless LAN module.

## ADA Specific Information

Mitel designs its products to make sure that what it offers is accessible to everyone, regardless of their physical limitations. Mitel's solutions offer features that provide, or work with assistive technology to provide, telephone communications, e-mail, voice mail, fax, and PC desktop applications to disabled users. All solution components, from its telephones to applications including MiCollab and NuPoint Unified Messaging, adhere to the strictest worldwide accessibility standards, including those from the following organizations:

- United States Access Board: Electronic and Information Technology (E&IT) Accessibility Standards (section 508 of the Rehabilitation Act). The E&IT is a global market where the use of international standards benefit agencies and people with disabilities by reducing the costs that would be associated with designing and developing different products to meet conflicting requirements in different markets. Section 508 of the Rehabilitation Act implements telecommunications requirements for persons with disabilities. This is in support of the Americans with Disability Act. Section 508 offers the following:
  - Expertise in human interface design to deliver products with simplified, intuitive user interfaces
  - Strategic technology relationships to deliver solutions that address people with special needs and disabilities
- Strict development processes evaluate and identify areas that will provide disabled people with the same access and opportunities to use its products as those who are not disabled. World Wide Web Consortium Web Accessibility Guideline ISO TC 159: Software Accessibility
- ISO TC 173: Technical Systems and Aids for People with Disabilities
- ISO/IEC Guide 71: Guidelines for standards developers to address the needs of older persons and persons with disabilities
- ANSI C63.19: Wireless Hearing Aid Compatibility
- IEC TC 100: Ease-of-use of appliance controllers to meet the needs of people with disabilities (Japan)
- SOGITS N1032 – EN for DG XIII (European Standards)
- Nordic Standards for Accessibility

As accessibility garners increased attention and priority around the world, it cannot help but drive new technological advancements. Mitel will continue to be on top of these innovations, incorporating them into its products and ensuring that disabled users always have access and opportunities.

All products in the Mitel portfolio comply with the Accessibility Act Section 508 and 255. Specific VPAT forms can be found on our website. Please refer the website for additional details.

<http://www.mitel.com/accessibility>

- **Documentation and training materials to cover:**
  - End user training on telephone functionality and voice mail.
  - Call routing and menu configuration.
  - System and server configuration, maintenance, and update processes.

**Staff Training:**

The Maverick Networks' user training session is designed to meet the requirements of preparing attendants and station users for the use of the Telephone systems. Each user learns to use each feature and understand the associated benefits. Training is scheduled prior to Cutover with appropriate follow up after Cutover. The training sessions are equipped with telephone instruments for actual hands on use. Soft copy training materials and quick reference guides will be provided as well.

**Train the Trainer:**

Maverick Networks' will provide a Train the Trainer sessions as needed. Upon completion of this process an employee will have the ability to provide other employee's with continuous attendant and user training.

**Train the Trainer session content includes:**

- Working with the Project Supervisor throughout the database gathering process.
- Participate in & conduct user training sessions.
- Question and Answer session.

**Telephone set familiarization:**

- Identification of button types: fixed feature buttons, programmable feature buttons, RG Tone Key (ring tones), volume control.
- Brief mention of other types of sets that may be encountered (i.e., 24 buttons, displays, and speakers).

**Station user training session content includes:**

- Presentation of system, emphasizing benefits of the most common features (Call pick up, call forwarding, etc.)
- Demonstration of features.
- Hands on experience of features with telephone instruments.
- Question/answer session.
- A Telephone User Guide, Based on Instrument type, is provided.

**Telephone System Feature Review:**

- Step-by-Step review of the features outlined in the user Quick Reference Guide.
- Review of any unique features that may not be covered in the Quick Reference Guide.

**UCC user training session content includes:**

- Presentation of software, emphasizing benefits of the most common features (Call pick up, call forwarding, etc.)
- Demonstration of features.
- Hands on experience of features with software
- Question/answer session.

**On-Going Training:**

Maverick Networks can provide onsite training to perform a full training class. The cost is \$125.00 per hour.

**Administrator Training**

The goal of administrator training is to allow the IT staff to become proficient in day to day management and troubleshooting of the new Mitel infrastructure. While Maverick Networks will remain available for post installation support, the staff should and will learn to diagnose issues, make add/moves/changes to the system etc.

Maverick Networks will provide onsite administration training for the staff, as requested.

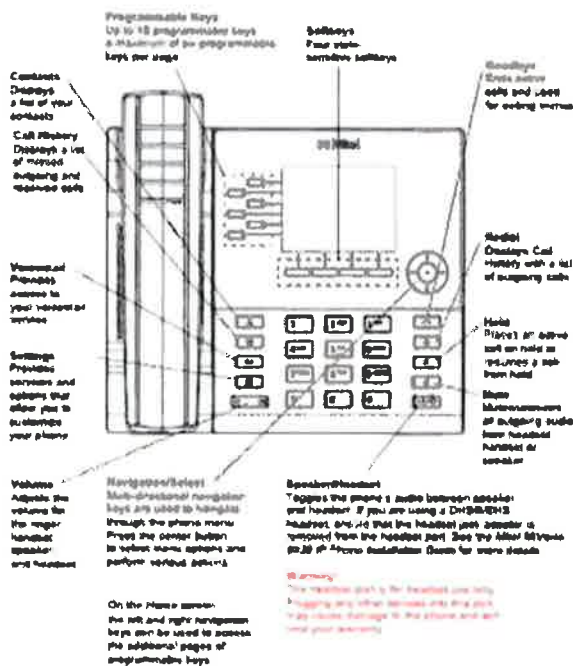
**Training will include the system fundamentals that will cover the following:**

- Telephone system training
- Logging onto the systems Group Administration
- Changing the Time and Date
- Managing System Speed Calls
- Adding, Editing and Deleting Extensions
- Modifying User's Personal Keys
- Scheduling reports
- Adding or Modifying user information
- General Troubleshooting

# Quick Reference Guide

## Mitel MiVoice 6920 IP Phone

### Getting started



### Basic call handling



#### Making a call

- 1 Lift the handset or press the **[3/0]** key and dial the number
- 2 Press the Line programmable key and dial the number

#### Ending a call

Place the handset back in its cradle, press the End Call softkey, or press the **[END]** key.

#### Answering a call

Lift the handset or press the **[3/0]** key for handsfree operation.

#### Redialing

Press the Redial softkey once or the **[0]** key twice to call the last dialed number as displayed on the Home screen.

Press the **[0]** key once to access the Call History application with a list of recently dialed numbers. Use the up and down navigation keys to scroll through the entries and either press the Select button or Dial softkey to redial the selected number.

#### Muting

Press the **[M]** key while on an active call to mute the microphone for your handset, headset, or speaker. Press the **[M]** key again to unmute the audio.

#### Hold and resuming

- 1 To place an active call on hold, press the **[M]** key. A **[M]** (hold) icon flashes on the respective Line key.
- 2 To resume the call, press the **[M]** key again or press the respective Line key.

**Note:** For details on all the available features and options, refer to the Mitel MiVoice 6920 IP Phone User Guide.



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# Quick Reference Guide

## User Interface (UI) overview

### Home screen

The Home (default) screen is displayed when the phone is in the idle state. The Home screen displays status indicators, user directory number, avatar, last dialed number, time, date and list of programmable softkeys.



### Call screen

When on an active call, caller's avatar, name, number and call duration timer is displayed. The context-sensitive softkeys are updated with applicable call handling features.



## Applications

### Contacts

The Contacts application stores personal phone book and directory. The Mitel MyVoice 6920 IP Phone supports a localized Personal directory as well as enhanced functionality allowing for interoperability with LDAP (corporate) directories.



### Making a call using the Contacts application

- 1 Press the **Contacts** key to access the Contacts application.
- 2 Navigate to the respective contacts folder and scroll through the contacts by using the navigation keys or Enter characters using the keypad and press the Search softkey to use the search feature.
- 3 When the applicable contact is highlighted, press the Select button or Dial softkey to place a call using the entry's default phone number or To place a call to a different phone number defined for the entry (for example, a mobile number), press the right navigation key, highlight the phone number you want to call using the up or down navigation keys, and press the Select button or Dial softkey.



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# Quick Reference Guide

## Call History

The Call History application displays a list of your missed, outgoing and received calls. You can view, delete and dial out to call history entries as well as copy entries to your Contacts application.



### Using the Call History application

- 1 Press the **[F4]** key to access the Call History application.
- 2 Scroll through the lists by using the navigation keys. To view additional entry details, press the Right navigation key when the entry is highlighted.
- 3 Press the Select button or Dial softkey to place a call to the respective entry, or Press the Add Contact softkey to copy the entry to your Contacts application, or Press the Delete softkey to delete the entry from your Call History.

## Voicemail

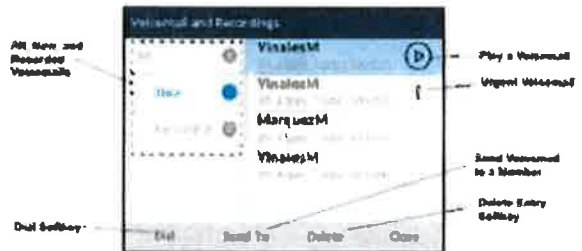
When voicemail functionality is enabled, the MWI LED on the Mitel MiVoice 6920 flashes red and the **[V]** (Voicemail) icon displays on the status bar, indicating that voicemail messages are available. You can access your voicemail service by pressing the Voicemail key.

## Visual voicemail

Visual voicemail enables access to voicemail system and displays a count of all new

and recorded voicemail messages.

**Note:** Voicemail and visual voicemail functionality must be configured by your System Administrator.



### Enabling visual voicemail

- 1 Press the **[F6]** (Settings) key on the phone to access the Static Settings menu.
- 2 Navigate to Voicemail using the left navigation key and then press the Select softkey.
- 1 Press the Select softkey to select the key opens Voicemail App checkbox.
- 4 Press the Save softkey.

**Note:** For security reasons, the password can be enabled only from the user login screen.

**Note:** For additional visual voicemail functions, refer to the Mitel MiVoice 6920 IP Phone User Guide.

## Advanced call handling

The Mitel MiVoice 6920 IP Phone provides a method for transferring calls through the Transfer softkey.

### Transferring a call

- 1 Ensure you are on active call with the party you wish to transfer.
- 2 Press the Transfer softkey.



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Mitel Networks (NYSE: MITL) is a leading provider of cloud-based IP telephony and unified communications solutions. For more information, visit [www.mitel.com](http://www.mitel.com).

# Quick Reference Guide

The active call is placed on hold

- 3 Enter the transfer recipient's number and press the Transfer softkey

### Creating a multi-party conference call

- 1 Ensure you are on active call with one of the parties with whom you wish to create a conference
- 2 Press the Add User softkey. The active call is placed on hold
- 3 Enter the conference target's number
- 4 Wait for an answer, consult, and then press the Join Calls softkey to create the three-way conference call
- 5 Repeat steps 2 to 4 to add an additional party (maximum of seven participants) to the conference

### Speed Call programmable key configuration

A Speed Call key allows you to dial a specified number with one key press. Speed Call keys can be useful as they can be programmed to dial directly to an internal or external number or quickly access features that use feature access codes. You can also transfer calls to or create conference calls using your Speed Call keys in place of dialing out manually.

**Note:** Configuring a programmable key using the press-and-hold method is only available if enabled by your System Administrator.

#### Programming a Speed Call key

- 1 Press and hold the applicable programmable key (for 0.5 seconds) until the Label Name field is displayed
- 2 In the Label Name field, enter a label to apply to the key
- 3 Press the down navigation key to move to the Number field and enter the number using the keypad keys
- 4 (Optional) Press the down navigation key to move to the Private checkbox and press the Select button to make the key a Private Speed Call key. When a Private Speed Call key is pressed, the call is considered private and caller ID information is not displayed in the phone's call history.
- 5 Press the Save softkey to save the information to the key you selected.

**Note:** Other features such as Phone Lock, Call Forward Always, Do Not Disturb, and Account Code keys can be programmed using the press-and-hold method if enabled by your System Administrator. For more information, please refer to the *Mitel MiVoice 4020 IP Phone User Guide*.



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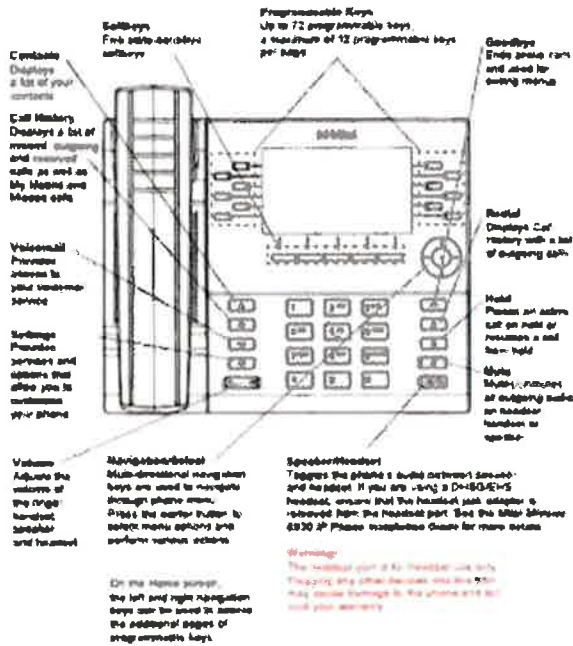
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# Quick Reference Guide

## Mitel MiVoice 6930 IP Phone

### Getting started



### Basic call handling

#### Making a call

- 1 Lift the handset or press the **[3/6]** key and dial the number
- 2 Press the Line programmable key and dial the number



#### Ending a call

Place the handset back in its cradle, press the End Call softkey or press the **[END]** key

#### Answering a call

Lift the handset or press the **[3/6]** key for handsfree operation

#### Redialling

Press the Redial softkey once or the **[5]** key twice to call the last dialed number as displayed on the Home screen

or

Press the **[6]** key once to access the Call History application with a list of recently dialed numbers. Use the up and down navigation keys to scroll through the entries and either press the Select button or Dial softkey to redial the selected number

#### Muting

Press the **[M]** key while on an active call to mute the microphone for your handset, headset or speaker. Press the **[M]** key again to unmute the audio

#### Holding and resuming

- 1 To place an active call on hold, press the **[H]** key. A **[H]** (hold) icon flashes on the respective Line key
- 2 To resume the call, press the **[H]** key again or press the respective Line key

**Note:** For details on all the available features and options, refer to the Mitel MiVoice 6930 IP Phone User Guide



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# Quick Reference Guide

## User Interface (UI) overview

### Home screen

The Home (default) screen is displayed when the phone is in the idle state. The Home screen displays status indicators, user directory number, avatar, last dialed number, time, date and list of programmable softkeys.



### Call screen

When on an active call, caller's avatar, name, number and call duration timer is displayed. The context-sensitive softkeys are updated with applicable call handling features.



## Applications

### Contacts

The Contacts application stores personal phone book and directory. The Mitel MiVoice 6930 IP Phone supports a localized Personal directory, interoperability with LDAP (corporate) directories, and enhanced MobileLink functionality, which allows you to sync your mobile contacts with your 6930 IP Phone.



### Making a call using the Contacts application

- 1 Press the key to access the Contacts application.
- 2 Navigate to the respective contacts folder and scroll through the contacts by using the navigation keys.  
or  
Enter characters using the keypad and press the Search softkey to use the search feature.
- 3 When the applicable contact is highlighted, press the Select button or Dial softkey to place a call using the entry's default phone number.  
or  
To place a call to a different phone number defined for the entry (for example, a mobile number), press the right navigation key, highlight the phone number you want to call using the up or down navigation keys, and press the Select button or Dial softkey.



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# Quick Reference Guide

## Call History

The Call History application displays a list of your missed, outgoing and received calls as well as My Mobile and Missed calls. You can view, delete and dial out to call history entries as well as copy entries to the Contacts application.



### Using the Call History application

- 1 Press the **[Call History]** key to access the Call History application.
- 2 Scroll through the lists by using the navigation keys. To view additional entry details, press the Right navigation key when the entry is highlighted.
- 3 Press the Select button or Dial softkey to place a call to the respective entry.
  - Or Press the Add Contact softkey to copy the entry to your Contacts application.
  - Or Press the Delete softkey to delete the entry from your Call History.

## Voicemail

When voicemail functionality is enabled, the MW1 LED on the Mitel MiVoice 6930 flashes red and the **[Voicemail]** icon displays on the status bar indicating that voicemail messages are available. You can access your voicemail service by pressing the Voicemail key.

## Visual voicemail

Visual voicemail enables access to voicemail system and displays a count of all, new and recorded voicemail messages.

**Note:** Voicemail and visual voicemail functionality must be configured by your System Administrator.



### Enabling visual voicemail

- 1 Press the **[Settings]** key on the phone to access the Static Settings menu.
- 2 Navigate to Voicemail using the left navigation key and then press the Select softkey.
- 3 Press the Select softkey to select the key opens Voicemail App checkbox.
- 4 Press the Save softkey.

**Note:** For security reasons, the password can be enabled only from the user login screen.

**Note:** For additional visual voicemail functions, refer to the Mitel MiVoice 6930 IP Phone User Guide.

## Advanced call handling

The Mitel MiVoice 6930 IP Phone provides a method for transferring calls through the Transfer softkey.

### Transferring a call

- 1 Ensure you are on active call with the party you wish to transfer.
- 2 Press the Transfer softkey. The active call is placed on hold.
- 3 Enter the transfer recipient's number and press the Transfer softkey.

### Creating a multi-party conference call

- 1 Ensure you are on active call with one of the parties with whom you wish to create a conference.



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# Quick Reference Guide

- 2 Press the **Add User** softkey  
The active call is placed on hold
- 3 Enter the conference target's number
- 4 Wait for an answer, consult, and then press the **Join Calls** softkey to create the three-way conference call
- 5 Repeat steps 2 to 4 to add an additional party (maximum of seven participants) to the conference

## Speed Call programmable key configuration

A Speed Call key allows you to dial a specified number with one key press. Speed Call keys can be useful as they can be programmed to dial directly to an internal or external number or quickly access features that use feature access codes. You can also transfer calls to or create conference calls using your Speed Call keys in place of dialing out manually.

**Note:** Configuring a programmable key using the press-and-hold method is only available if enabled by your System Administrator.

### Programming a Speed Call key

- 1 Press and hold the applicable programmable key (for 0-5 seconds) until the **Label Name** field is displayed
- 2 In the **Label Name** field, enter a label to apply to the key
- 3 Press the **down navigation** key to move to the **Number** field and enter the number using the **displayed** keys
- 4 (Optional) Press the **down navigation** key to move to the **Private** checkbox and press the **Select** button to make the key a **Private Speed Call** key. When a **Private Speed Call** key is pressed, the call is considered private and caller ID information is not displayed in the phone's call history
- 5 Press the **Save** softkey to save the information to the key you selected

**Note:** Other features such as **Phone Lock**, **Call Forward Always**, **Do Not Disturb**, **Mobile Link**, and **Account Code** keys can be programmed using the **press-and-hold** method (if enabled by your System Administrator). For more information, please refer to the *Mitel MVoice 6930 IP Phone User Guide*.

## MobileLink features

The Mitel MVoice 6930 IP Phone supports MobileLink, a feature that provides seamless mobile integration using Bluetooth wireless technology. MobileLink highlights include the ability to:

- Sync your mobile phone's contact list and call history with your 6930 IP Phone

- Answer a mobile phone call using your 6930 IP Phone
- Move active calls between the 6930 IP Phone and your mobile phone

**Note:** MobileLink features are available only if your Administrator has enabled them. Contact your Administrator for details on how to enable MobileLink functionality on your phone.

### Pairing a mobile phone using Bluetooth

- 1 Press **Settings** the key, navigate to **Bluetooth** settings, and press the **Select** button or **Select** softkey
- 2 Press the **Turn On** softkey to enable Bluetooth functionality. Ensure your mobile phone is discoverable as the Mitel MVoice 6930 IP Phone automatically scans for available Bluetooth devices.

**Note:** For information on how to make your mobile phone Bluetooth discoverable, refer to the documentation provided with your respective mobile phone.

- 3 When your mobile phone has been discovered, use the navigation keys to highlight the respective entry in the list of available devices and press the **Select** button or **Pair** softkey. A Bluetooth pairing request displays on both the Mitel MVoice 6930 IP Phone and your mobile device.
- 4 Ensure the pairing code matches on both devices and press **Yes** on the Mitel MVoice 6930 IP Phone and acknowledge the pairing request on your mobile phone. The Mitel MVoice 6930 IP Phone attempts to pair the mobile phone and if successful automatically attempts to connect to the mobile phone.



- Note:** If pairing or connecting fails, a failed error message displays on screen. Press **Retry** to attempt to pair or connect again, or **Cancel** to cancel the attempt.
- 5 Press **OK** to acknowledge the successful connection. The connected mobile phone is added to the list of **Paired Devices** and is ready to use.

### Syncing mobile contacts

The Mitel MVoice 6930 IP Phone automatically attempts to sync your mobile contacts to the **Contacts** application upon pairing and connection.

To manually update your mobile clients:



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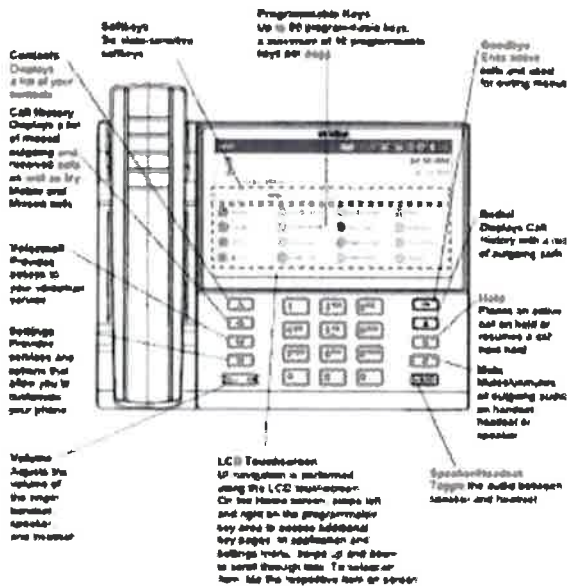




# Quick Reference Guide

## Mitel MiVoice 6940 IP Phone

### Getting started



### Basic call handling

#### Making a call

- Lift the handset or press the **[3/4]** key and dial the number
- Tap the Line programmable key and dial the number



#### Ending a call

Place the handset back in its cradle, tap the End Call softkey, or press the **[END]** key

#### Answering a call

Lift the handset or press the **[3/4]** key for handsfree operation

#### Redialing

Tap the Redial softkey once or press the **[RECALL]** key twice to call the last dialed number as displayed on the Home screen

Press the **[CALL HISTORY]** key once to access the Call History application with a list of recently dialed numbers. Swipe up and down to scroll through the entries, select the entry, and tap the Dial softkey to redial the selected number

#### Muting

Press the **[MUTE]** key while on an active call to mute the microphone for your handset, headset or speaker. Press the **[MUTE]** key again to unmute the audio

#### Holding and resuming

- 1 To place an active call on hold, press the **[HOLD]** key. A **[hold]** icon flashes on the applicable Line key.
- 2 To resume the call, press the **[HOLD]** key again or tap the respective Line key.

**Note:** For details on all the available features and options, refer to the Mitel MiVoice 6940 IP Phone User Guide.



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# Quick Reference Guide

## User Interface (UI) overview

### Home screen

The Home (default) screen is displayed when the phone is in the idle state. The Home screen displays status indicators, user directory number, avatar, last dialed number, time, date and list of programmable softkeys.



### Call screen

When on an active call, caller's avatar, name, number and call duration timer is displayed. The context-sensitive softkeys are updated with applicable call handling features.



## Applications

### Contacts

The Contacts application stores personal phone book and directory. The Mitel MiVoice 6940 IP Phone supports a localized Personal directory, interoperability with LDAP (corporate) directories, and enhanced MobileLink functionality, which allows you to sync your mobile contacts with your 6940 IP Phone.



### Making a call using the Contacts application

- 1 Press the key to access the Contacts application.
- 2 Tap the respective contacts folder and scroll through the contacts by swiping up and down on the list.
  - or
  - Tap the search field, enter characters using the on-screen keyboard, and tap the blue Enter key to use the search feature.
- 3 When the applicable contact is highlighted, tap the Dial softkey to place a call using the entry's default phone number.
  - or
  - To place a call to a different phone number defined for the entry (for example, a mobile number), tap the key to access the contact card screen and then tap the phone number to dial.



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# Quick Reference Guide

## Call History

The Call History application displays a list of your missed, outgoing and received calls as well as My Mobile and Missed calls. You can view, delete and dial out to call history entries as well as copy entries to the Contacts application.



### Using the Call History application

- 1 Press the **[Call History]** key to access the Call History application
- 2 Tap the respective contacts folder and scroll through the entries by swiping up and down on the list. To view additional call details, tap the **[>]** key when the entry is highlighted
- 3 Tap the Dial softkey to place a call to the respective entry, or  
Tap the Add Contact softkey to copy the entry to your Contacts application, or  
Tap the Delete softkey to delete the entry from your Call History

### VoiceMail

When voicemail functionality is enabled, the MYVI LED on the Mitel MiVoice 6940 flashes red and the **[Voicemail]** icon displays on the status bar indicating that voicemail messages are available. You can access your voicemail service by pressing the Voicemail key.

### Visual voicemail

Visual voicemail enables access to voicemail system and displays a count of all new

and recorded voicemail messages.

**Note:** Voicemail and visual voicemail functionality must be configured by your System Administrator.



### Enabling visual voicemail

- 1 Press the **[Settings]** key on the phone to access the Static Settings menu
- 2 Tap Voicemail
- 3 Tap the key opens Voicemail App checkbox to select the checkbox
- 4 Tap Save

**Note:** For security reasons, the password can be enabled only from the user login screen.

**Note:** For additional visual voicemail functions, refer to the Mitel MiVoice 6940 IP Phone User Guide.

### Advanced call handling

The Mitel MiVoice 6940 IP Phone provides a method for transferring calls through the Transfer softkey.

#### Transferring a call

- 1 Ensure you are on active call with the party you wish to transfer
- 2 Tap the Transfer softkey. The active call is placed on hold
- 3 Enter the transfer recipient's number and tap Transfer



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# Quick Reference Guide

## Creating a multi-party conference call

- 1 Ensure you are on active call with one of the parties with whom you wish to create a conference
- 2 Tap the Add User softkey  
The active call is placed on hold
- 3 Enter the conference target's number
- 4 Wait for an answer, consult, and then tap the Join Calls softkey to create the three-way conference call
- 5 Repeat steps 2 to 4 to add an additional party (maximum of seven participants) to the conference

## Speed Call programmable key configuration

A Speed Call key allows you to dial a specified number with one key press. Speed Call keys can be useful as they can be programmed to dial directly to an internal or external number or quickly access features that use feature access codes. You can also transfer calls to or create conference calls using your Speed Call keys in place of dialing out manually.

**Note:** Configuring a programmable key using the press-and-hold method is only available if enabled by your System Administrator.

### Programming a Speed Call key

- 1 Press and hold the applicable programmable key (for 0.5 seconds) until the Label Name field is displayed
- 2 In the Label Name field, enter a label to apply to the key using the on-screen keyboard
- 3 Tap the Number field and enter a number using the dialpad keys
- 4 (Optional) Tap the Private check box to make the key a Private Speed Call key  
When a Private Speed Call key is tapped, the call is considered private and caller ID information is not displayed in the phone's call history
- 5 Tap the Save softkey to save the information to the key you selected

**Note:** Other features such as Phone Lock, Call Forward Always, Do Not Disturb, Mobile Link, and Account Code keys can be programmed using the press-and-hold method (if enabled by your System Administrator). For more information, refer to the Mitel MiVoice 6940 IP Phone User Guide.



## MobileLink features

The Mitel MiVoice 6940 IP Phone supports MobileLink, a feature that provides seamless mobile integration using Bluetooth wireless technology. MobileLink highlights include the ability to

- Sync your mobile phone's contact list and call history with your 6940 IP Phone
- Answer a mobile phone call using your 6940 IP Phone
- Move active calls between the 6940 IP Phone and your mobile phone

**Note:** MobileLink features are available only if your Administrator has enabled them. Contact your Administrator for details on how to enable MobileLink functionality on your phone.

### Pairing a mobile phone using Bluetooth

- 1 Press  the key and tap the Bluetooth icon
- 2 Swipe the  toggle switch to the right to enable Bluetooth functionality  
Ensure your mobile phone is discoverable as the Mitel MiVoice 6940 IP Phone automatically scans for available Bluetooth devices

**Note:** For information on how to make your mobile phone Bluetooth discoverable, refer to the documentation provided with your respective mobile phone.

- 3 When your mobile phone has been discovered, tap the respective entry on the list of available devices  
A Bluetooth pairing request displays on both the Mitel MiVoice 6940 IP Phone and your mobile device



- 4 Ensure the pairing code matches on both devices and tap Yes on the Mitel MiVoice 6940 IP Phone and acknowledge the pairing request on your mobile phone  
The Mitel MiVoice 6940 IP Phone attempts to pair the mobile phone and if successful, automatically attempts to connect to the mobile phone

**Note:** If pairing or connecting fails, a failed error message displays on screen. Tap Retry to attempt to pair or connect again, or Cancel to cancel the attempt.

- 5 Tap the OK button to acknowledge the successful connection  
The connected mobile phone is added to the list of Paired Devices and is ready to use

### Synching mobile contacts

The Mitel MiVoice 6940 IP Phone automatically syncs your mobile contacts to the Contacts application upon pairing and connection.

To manually update your mobile contacts



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Always Power On (APPO) and Always On (AO) features are shown in this or other Mitel IP Phone User Guides. Copyright and the copyright symbol are registered trademarks of Mitel Networks Corporation. All other trademarks are the property of their respective owners. Please refer to the website [www.mnc.com](http://www.mnc.com).

# Quick Reference Guide

- 1 Press the **[A]** key to access the Contacts application
- 2 Tap the **Mobile** contacts folder
- 3 Tap the **Update** softkey  
The Mitel MiVoice 6940 IP Phone attempts to update and synchronize your mobile contacts

**Note** If the update fails, a failed to retrieve contacts message displays on screen. Tap **Retry** to attempt to update again or **Cancel** to cancel the attempt.

## Answering an incoming mobile call using your Mitel MiVoice 6940 IP Phone

When your mobile phone is paired and connected to your Mitel MiVoice 6940 IP Phone, incoming calls on your mobile phone will be indicated on your 6940 IP Phone as well.

**Note** A **Mobile Line** key must be configured to answer an incoming mobile call using your Mitel MiVoice 6940 IP Phone. For more information, refer to the Mitel MiVoice 6940 IP Phone User Guide.



Lift the handset or press the **[3/0]** key blinking **[B]** Bluetooth Line key or **Answer** softkey for handsfree operation.

## Moving the audio of an active mobile call between your mobile phone and Mitel MiVoice 6940 IP Phone

Tap the **Push** call softkey to push the mobile call's audio from your Mitel MiVoice 6940 IP Phone to your mobile phone.

or

Tap the **[M]** Mobile Line key to pull the mobile call's audio from your mobile phone to the Mitel MiVoice 6940 IP Phone.

## Syncing mobile call history

The Mitel MiVoice 6940 IP Phone automatically syncs your mobile call history to the Call History application upon pairing and connection. The **My Mobile** folder displays your mobile phone call history (missed, outgoing and received calls) with icons. The **Missed** folder displays only your mobile phone missed calls without icons.

To manually update your mobile call history:

- 1 Press the **[C]** (Call History) key
- 2 Tap the **My Mobile** or **Missed** folder
- 3 Tap the **Update** softkey  
The Mitel MiVoice 6940 IP Phone attempts to update and synchronize your mobile call history.

**Note** If the update fails, a failed to retrieve contacts message displays on screen. Tap **Retry** to attempt to update again or **Cancel** to cancel the attempt.

**Note** For other functions, such as viewing mobile call history details during a mobile call history entry, adding a mobile call history entry to **Contacts**, and deleting mobile call history, refer to the Mitel MiVoice 6940 IP Phone User Guide.



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# TUI Quick Reference Guide

## Mitel NuPoint Unified Messaging

### ACCESSING YOUR MAILBOX

- Enter the NuPoint Unified Messaging system access number
- Enter your mailbox number (followed by the \* key if accessing your mailbox from outside the company)
- Enter your passcode
- If you have the Advanced Unified Messaging with Text-to-Speech feature, you can listen to either your voice mail messages or your e-mail messages by accessing the relevant menu as indicated below

NOTE: Call Director and Fax are optional features that may not be available on your voice mail system

### USER OPTIONS

- Change Greeting
- Change Name
- Change Passcode
- Distribution Lists
- Call Schedule Options
- Tutorial
- Exit to Main Menu
- Fax Delivery Options

For more information about these options see the NuPoint UIM User Guide available at Mitel OnLine. (See "End User Documents")

### FAX DELIVERY

- Retrieve Unplayed Fax Messages
- Personal Fax Telephone Number
- Fax Cover Page Options
- Enable/Disable Auto Fax Delivery
- Exit Options Menu

### PLAY VOICE MESSAGE

- Play
- Answer
- Give
- Keep
- Make
- Discard

### ANSWER OPTIONS

- "Voice Mail Answer"
- "Dial-back and delete message"
- "Dial-back and keep message"
- Transfer and Distribute options need be enabled

### MAIN MENU



### PLAY E-MAIL MESSAGE

- Play
- Keep
- Delete
- Exit to Main Menu

### MAKE MESSAGE

- Review
- Discard
- Append
- Exit to Main Menu
- Message Addressing Options

### MESSAGE ADDRESSING OPTIONS

- Confidential
- Receipt request
- Urgent
- Future delivery
- Exit options

### CALL DIRECTOR ADMINISTRATION

- Enable/Disable Override
- Record Greetings Message



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## Scope of Work – Technical Requirements

- The phone system configuration must be developed in collaboration with Information Services and other County departments.

### Phone System Configuration

Maverick Networks will work very closely and collaborate with County Information Services and other Departments to develop the MiVoice business configuration. We will work to document all of the existing user, extension, and feature information. We will make recommendations of where to keep things the same and where to use the new technology to improve communications work flows. We have many years of experience across many similar clients and will use this experience to help the County get the most possible capability from the new Unified Communications solution.

- The phone system must provide full E911 compliance, including mapping extensions within the system to their physical locations.

### MiVoice Business – e911 Compliance

When an emergency number is dialed, a CESID is sent from the system to the PSAP. The CESID is used as a key in the ALI database. The ALI database displays the precise location of the caller, and emergency services information identifying the proper medical, fire, or law enforcement agency for the location. It is important to communicate all CESID changes to the ALI database.

### E911 Services

A Customer Emergency Services ID (CESID) provides location information for a phone extension on a private network when a caller makes an emergency call. The information can help direct emergency crews to a caller's location. CESID programming and maintenance is a required component of emergency services.

CESIDs are public network Listed Directory Numbers (LDNs) that users obtain from a local carrier and assign to a directory number (DN) on your network. When an emergency call is made, the system sends the CESID of the extension to the Public Service Telephone Network (PSTN). The CESID is used by the central office (CO) to route the call to the local Public Safety Answering Point (PSAP) and then by the PSAP to call up information such as the address, building, floor, area, and callback number.

For a 911 call to be compliant with FCC guidelines, it must report a CESID to the PSAP. At a minimum, users must define a CESID for each DN in the CESID Assignment form. To ensure that CESIDs are updated correctly whenever a device is moved, promptly investigate and address all CESID-related alarms. Users may have to return a phone to its original location if the move was not authorized or update the CESID Assignment and/or L2 to CESID Mapping forms. Alternatively, users can populate the L2 to CESID Mapping form in advance of a device move.

## Regulations

MiVoice Business CESID support complies with emergency services regulations including but not limited to Enhanced 911 standards.

- **The phone system must support teleconferencing with internal extensions as well as with external phone numbers.**

The phone system supports internal and external conferencing. Users can pull others into a conference at any time from the telephone interface and softkeys or from the MiCollab Client Interface. The system supports up to 8 parties in a conference.

Additionally, we have included 20 Ports of the MiCollab Audio/Web/Video conference server which will allow for meet-me style conferences of up to 20 participants. This solution provides secure conferencing with plug-ins to Outlook for simple user conference creation. This solution is easily expanded to additional ports as desired.

- **The phone system must be able to route calls between County office extensions without incurring long-distance charges.**

The system will be a single database of users and all users can communicate between extensions with no long-distance charges.

- **Members of the public must be able to call a local County office phone number and be routed to any other County office extension without incurring long-distance charges.**

Any call that comes into the system and can route to any County employee without any additional costs.

- **New replacement handsets must be readily available.**

The 6900 series phones proposed are a new design in the last year and will be readily available for the foreseeable future. They are the Flagship telephone for Mitel and were developed originally for the MiVoice Business platform. Over time, these phones will be the de-facto device for all Mitel solutions and will be available for a long time to come.

- **Phone and voicemail configuration changes should not require paid 3rd party support.**

You will find the Management Interface of the MiCollab/MiVoice Business very intuitive and easy to use. A few examples of user and key programming interfaces.



**2112 (on mivb)**

\*Number:

Service Label:

Secondary Element:

DID Service Number:

CESID:

Hot Desking User  
 ACD Agent  
 Enable SIP Softphone  
 External Hot Desk License

Hot Desk User External Dialing Prefix:

Hot Desk User External Number:

Preferred Set:

Use as Outgoing DID

Advanced Phone Settings

**2\*112 (on mivb)**

\*Number:

Service Label:

Secondary Element:

DID Service Number:

CESID:

Hot Desking User  
 ACD Agent  
 Enable SIP Softphone  
 External Hot Desk License

Device Type:

Deployment Profile:

Send Deployment Email

SIP Device Capabilities:

SIP Password:

Confirm SIP Password:

Use as Outgoing DID

✓ Status: Downloaded

Auto T

Print | Refresh | Export | Add Values

### User and Services Configuration

Search By: List Name

All Users

Search Results (1 match)

4 Bernes Todd

Softphone (2112)

EHDU (2112)

4 Desktop (2112)

eg Add Voicemail

eg McColab Services

User Profile | Service Profile | Device Details | Service Details | Access and Authentication | Phone Applications | **Ring**

View Profile | View All Users | Add Ring

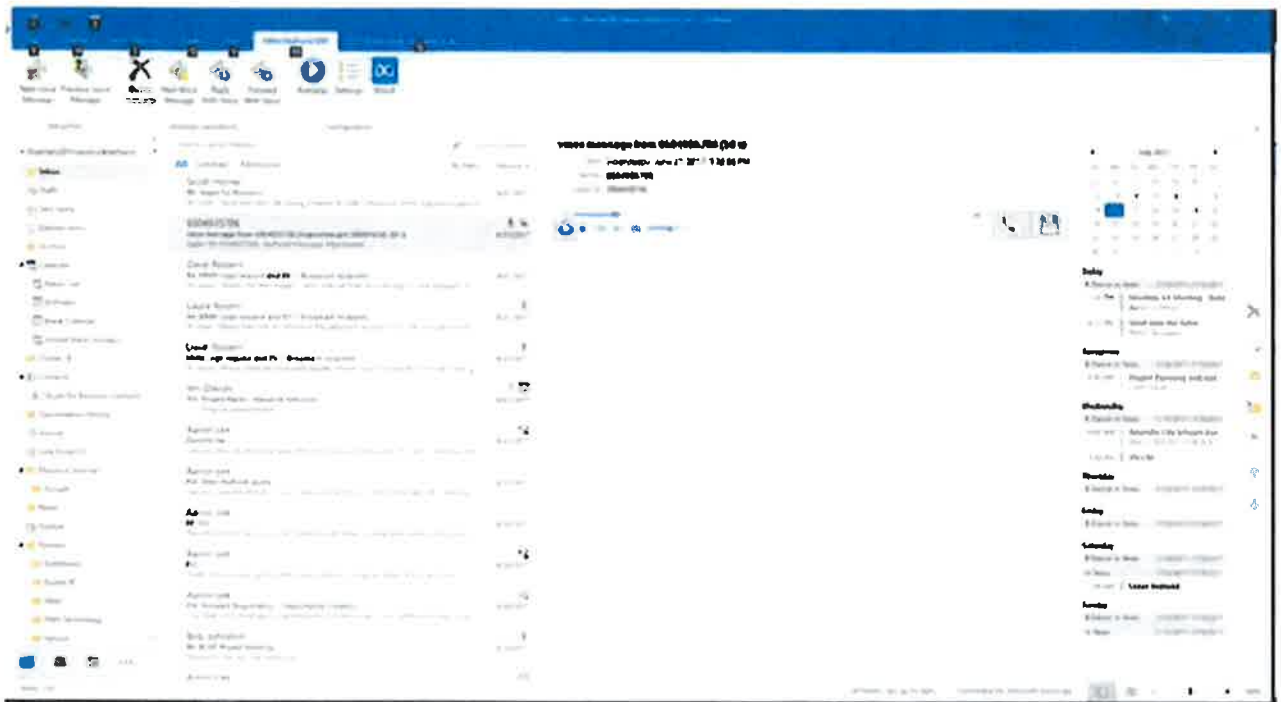
| Device Number  | Label          | Line Type                  | Line   |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
|--|----------------|----------------------------|--|-------|------|-------------------|------|-----------|-----------|-----------|------|-------|--|---------------------------|--------------|-----|--|---------------------------|--|
| > 1  | 2112           | Multicast                  |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 2  | 2112           | Multicast                  |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| <table border="1"> <tr> <td>Label</td> <td>2112</td> <td>Device No. Number</td> <td>2112</td> </tr> <tr> <td>Line Type</td> <td>Multicast</td> <td>Ring Type</td> <td>Ring</td> </tr> <tr> <td>Phone</td> <td></td> <td>Build Application Feature</td> <td>Not Assigned</td> </tr> <tr> <td>URL</td> <td></td> <td>Phone Application Feature</td> <td></td> </tr> </table> |                |                            |  | Label | 2112 | Device No. Number | 2112 | Line Type | Multicast | Ring Type | Ring | Phone |  | Build Application Feature | Not Assigned | URL |  | Phone Application Feature |  |
| Label  | 2112           | Device No. Number          | 2112   |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| Line Type  | Multicast      | Ring Type                  | Ring   |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| Phone  |                | Build Application Feature  | Not Assigned   |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| URL  |                | Phone Application Feature  |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 3  | Soft           | Multicast                  |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 4  | Sarah 2111     | Message Waiting Indication |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 5  | Aaron 2111     | DSS-Busy Lamp              |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 6  | Andrew 2111    | DSS-Busy Lamp              |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 7  | Libby 2101     | DSS-Busy Lamp              |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 8  | Lisa 2102      | DSS-Busy Lamp              |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 9  | Ben 2103       | DSS-Busy Lamp              |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 10   | Tyler 2106     | DSS-Busy Lamp              |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 11   |                | Not Assigned               |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 12   | Pat            | Group Park                 |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 13   | Call Phone     | Mobile Line                |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 14   | Records        | Record & Call              |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 15   | Meeting Center | URL Line                   | eg mccolab-services.com/MC/colabMeeting/meetingDSSBUZZ |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 16   | Handset        | Handset                    |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 17   | Mike 2101      | DSS-Busy Lamp              |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |
| > 18   | Carl 2104      | DSS-Busy Lamp              |  |       |      |                   |      |           |           |           |      |       |  |                           |              |     |  |                           |  |

- Phone service and voicemail should integrate with computers and cellular phones to support a mobile workforce.

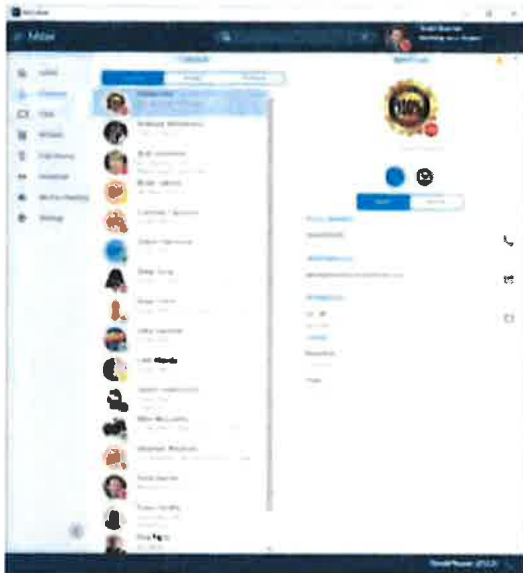
The MiVoice Business and MiCollab solution will integrate with computers and cellular phones in many ways. There are client applications that are accessible from the PC via an application or the web as well as many plugins into Outlook and other applications to extend functionality.



### NuPoint Unified Messaging Outlook Plugin



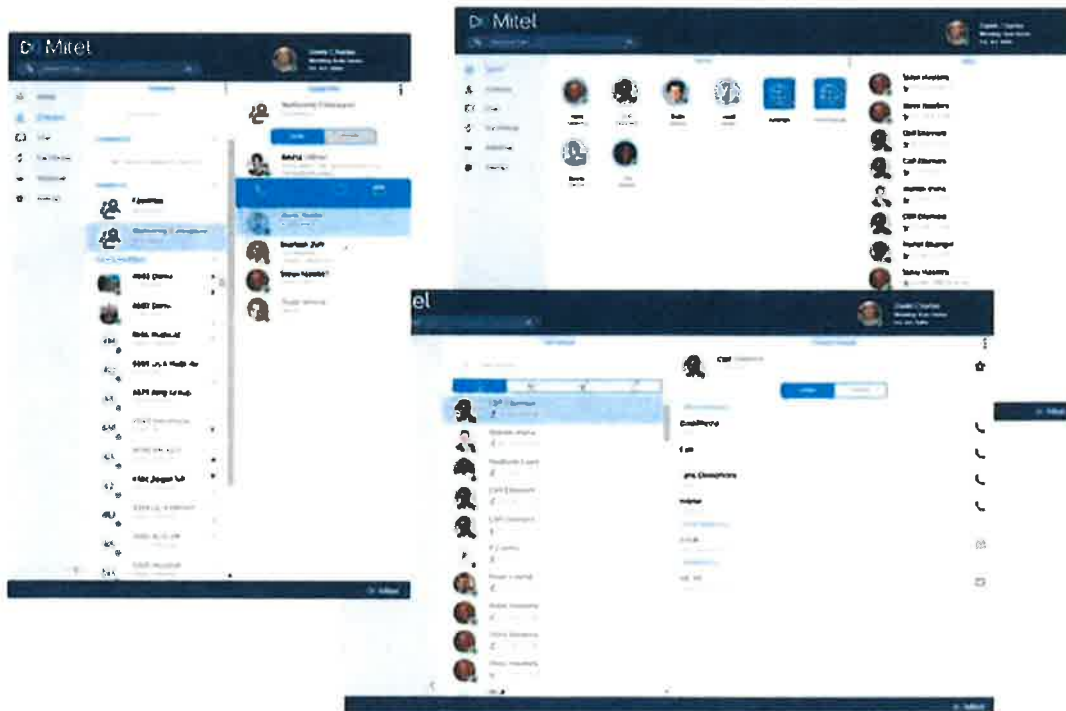
### MiCollab Desktop Client



### MiCollab Mobile Client



### MiCollab Web Client



- The phone system must be able to generate telephone usage reports to support Internal Service Fund billing.

We have proposed Mitel Business Reporter to track every call that takes place on the system. You will be able to run a report against almost any criteria as well as perform a search for any extension or caller ID. MiVoice Business Reporter is an advanced reporting and analytics application for non-contact center groups. Its comprehensive suite of cost-management reports will provide the County with an explicit view of telecom activity and expenses so you can pinpoint problems, identify important network trends, even optimize telecom setup.

Armed with historical drill-down reports, flexible collection options, and data mining tools, you will be able to easily perform the following applications:

- departmental reporting
- marketing analysis
- business intelligence/business management
- traffic analysis
- informal customer service groups
- call costing

Business Reporter uncovers all the details needed to track, understand and predict employee call patterns. IT specialists will be able to determine which trunk lines, system infrastructure and personnel resources are overwhelmed or underused. You can also identify billing errors or telecom misuse so they can be proactively resolved or stopped. Business Reporter's real-time monitor, Extension Now, displays user call states as well as cumulative current-day statistics.

| Ext      | Media Server | Name | Reporting | Last Event Recd | ACD Time | ACD Hold Time | Non ACD Time | Non ACD hold Time | Out Time | Out Hold Time | DND Time | DND Count |
|----------|--------------|------|-----------|-----------------|----------|---------------|--------------|-------------------|----------|---------------|----------|-----------|
| 3300 ICP |              | 2005 | 2005      | 5:11 PM         | 00:01:43 | 00:01:08      | 00:03:05     | 00:00:00          | 00:00:08 | 00:00:00      | 00:02:29 | 2         |
| 3300 ICP |              | 2001 | 2001      | 5:11 PM         | 00:02:37 | 00:01:02      | 00:02:36     | 00:00:00          | 00:01:08 | 00:00:00      | 00:08:32 | 2         |
| 3300 ICP |              | 2002 | 2002      |                 | 00:00:00 | 00:00:00      | 00:00:00     | 00:00:00          | 00:00:00 | 00:00:00      | 00:00:00 | 0         |

*Extension Now is MiVoice Business Reporter's real-time monitor.*

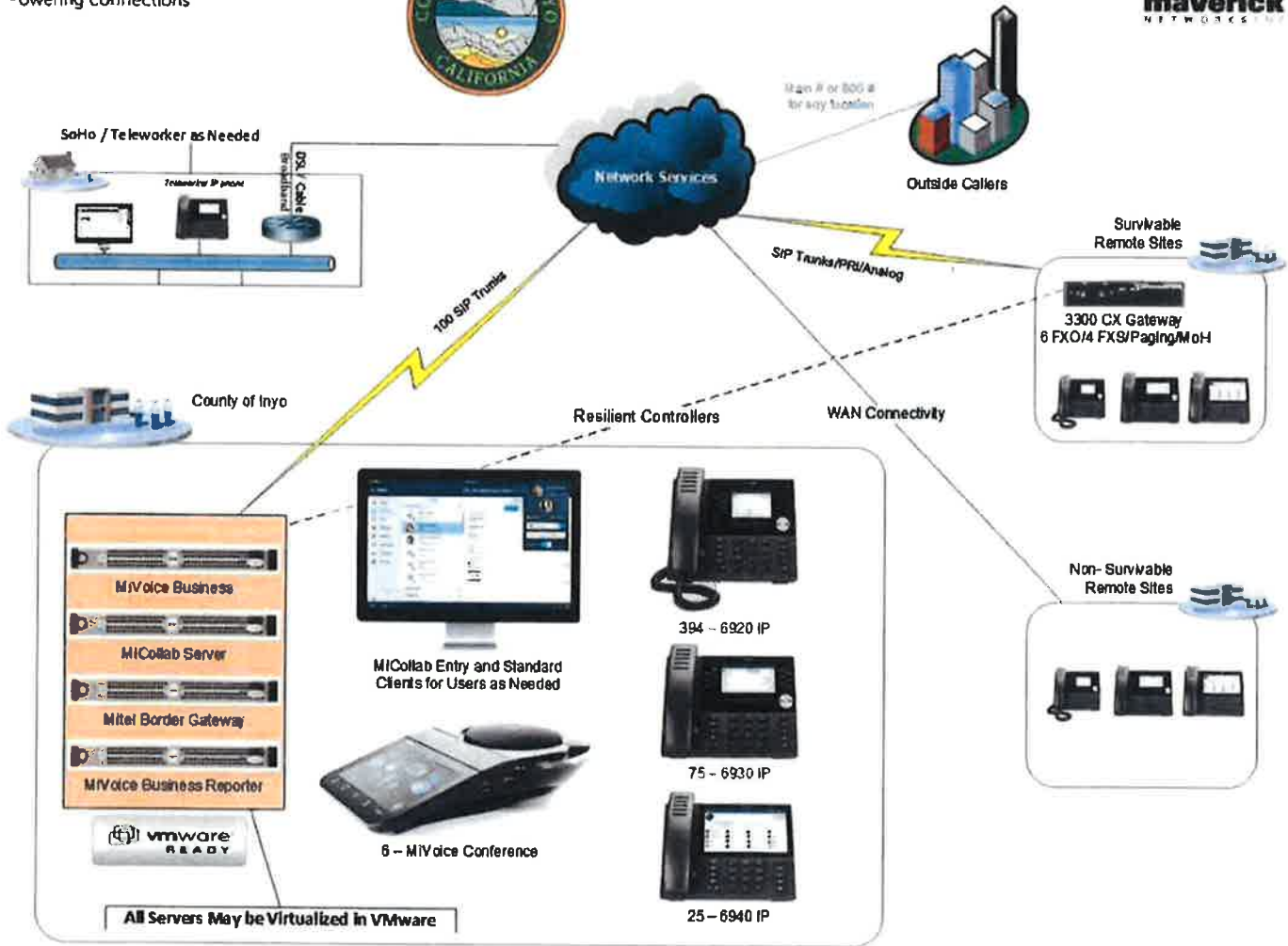
Along with its inherent contact center resources, Business Reporter's capabilities also naturally extend into the back office to provide real-time non-ACD monitoring and reporting.

MiVoice Business Reporter will provide the County with the following features:

- Multi-node Monitoring
- Call Costing Real-Time Monitor
- Attendant Console Reporting
- Traffic Analysis Reporting
- Softphone
- Internal Chat
- Historical Reporting
- Real Time (provides back office visibility upon extension availability only)
- Screen Pop
- Account Code Reporting
- ANI/DNIS Reporting
- Phone Number Reports
- Lifecycle Reports
- Employee/Extension/Trunk Reports
- Call Cost Reporting
- Phone Set Manager
- Subscriber Module



*COMMUNICATIONS NETWORK DIAGRAM*



## Scope of Work – Functional Requirements

- The phone and voicemail systems should provide consistent, contemporary functionality, including integrated speakerphones, call waiting, message-waiting indicator, phone directory, and the ability to forward, pick up and transfer calls.

### Functional requirements

The MiVoice Business and MiCollab solution proposed from Mitel will provide the consistent, contemporary functionality desired. The platforms have been developed from traditional PBX platforms to include all features expected from a communications solution in 2018. Mitel has been included as a leader in Gartner's Magic Quadrant for Unified Communications for the last 5 years and remains a leading player in the industry. The MiVoice Business Solution proposed is the Flagship Mitel Private Cloud Solution.

- The telephone handsets must have a consistent interface.

### Telephone Interface



- Telephones must allow automated and manual call forwarding.

The call forwarding and call twinning capabilities of the MoVoice Business and MiCollab solution will allow for the upmost flexibility in connecting with County Employees.



- Any programmable function buttons must be programmable from the management interface without requiring vendor assistance or support charges.

### Management Interface

You will find the Management Interface of the MiCollab/MiVoice Business very intuitive and easy to use. A few examples of user and key programming interfaces.

Save Cancel Connect to MiVB System Tool

User Phones NuPoint Unified Messaging MiCollab Client Audio, Web and Video Conferencing Teleworker

Add New Phone Delete Phone Open service details in MiVB System Tool Program Group in MiVB System Tool

2112 (on mivb)

|   |                     |
|---|---------------------|
| <b>*Number:</b> 2112  |                     |
| <b>Service Label:</b> Deskphone                             |                     |
| <b>Secondary Element:</b> mav3300                           |                     |
| <b>DID Service Number:</b>                                  | Use as Outgoing DID |
| <b>CESID:</b>   |                     |
| <input checked="" type="checkbox"/> <b>Hot Desking User</b> |                     |
| ACD Agent   |                     |
| Enable SIP Softphone  |                     |
| <input type="checkbox"/> <b>External Hot Desk License</b>   |                     |
| <b>Hot Desk User External Dialing Prefix:</b>               |                     |
| <b>Hot Desk User External Number:</b>                       |                     |
| <b>Preferred Set:</b> No Device                             |                     |

▶ **Advanced Phone Settings:**

2\*112 (on mivb)

|  |                      |
|--|----------------------|
| <b>*Number:</b> 2*112  |                      |
| <b>Service Label:</b> Softphone                                  |                      |
| <b>Secondary Element:</b> mav3300                                |                      |
| <b>DID Service Number:</b>                                       | Use as Outgoing DID  |
| <b>CESID:</b>  |                      |
| <input type="checkbox"/> <b>Hot Desking User</b>                 |                      |
| <b>Device Type:</b> UC Endpoint                                  |                      |
| <b>Deployment Profile:</b> Do Not Deploy                         | ✔ Status: Downloaded |
| <input checked="" type="checkbox"/> <b>Send Deployment Email</b> |                      |
| <b>SIP Device Capabilities:</b> 71                               |                      |
| <b>SIP Password:</b> .....                                       |                      |
| <b>Confirm SIP Password:</b> .....                               |                      |

Auto

Print | Search | Export | Login (Admin)

### User and Services Configuration

Search By: Last Name

All Users

Search Results (1 match)

- Barnes Todd
  - Sofphone (2112)
  - EHOU (2112)
  - Desktop (2112)
    - Add Voicemail
    - MCollab Services

User Profile | Service Profile | Device Details | Service Details | Access and Authentication | Phone Applications | **Ring**

User Profile | View All Users | Add User

| Device Number   | Label          | Line Type                  | Line  |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
|---|----------------|----------------------------|---|-------|------|--------------------|------|-----------|----------|-----------|------|-------|--|----------------------------|--------------|-----|--|---------------------------|--|
| 1   | 2112           | Multical                   |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 2   | 2112           | Multical                   |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| <table border="1"> <tr> <td>Label</td> <td>2112</td> <td>Device Ext. Number</td> <td>2112</td> </tr> <tr> <td>Line Type</td> <td>Multical</td> <td>Ring Type</td> <td>Ring</td> </tr> <tr> <td>First</td> <td></td> <td>Mobile Application Feature</td> <td>Not Assigned</td> </tr> <tr> <td>URL</td> <td></td> <td>Phone Application Feature</td> <td></td> </tr> </table> |                |                            |   | Label | 2112 | Device Ext. Number | 2112 | Line Type | Multical | Ring Type | Ring | First |  | Mobile Application Feature | Not Assigned | URL |  | Phone Application Feature |  |
| Label   | 2112           | Device Ext. Number         | 2112  |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| Line Type   | Multical       | Ring Type                  | Ring  |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| First   |                | Mobile Application Feature | Not Assigned  |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| URL   |                | Phone Application Feature  |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 3   | Stops          | Multical                   |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 4   | Sarah M...     | More Apps (Making In...    |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 5   | Anna 2111      | DSS-Busy Lamp              |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 6   | Andrew 2117    | DSS-Busy Lamp              |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 7   | Lisa 2151      | DSS-Busy Lamp              |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 8   | Lisa 2152      | DSS-Busy Lamp              |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 9   | Bob 2116       | DSS-Busy Lamp              |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 10  | Tyler 2118     | DSS-Busy Lamp              |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 11  |                | Not Assigned               |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 12  | Pat            | Group Fax                  |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 13  | Cell Phone     | Mobile Log                 |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 14  | Record         | Record & Call              |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 15  | Meeting Center | URL Log                    | <a href="http://mcollab-otivarus.com/MC/Meetings/mxmgw/5537F15E">http://mcollab-otivarus.com/MC/Meetings/mxmgw/5537F15E</a> |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 16  | Handoff        | Handoff                    |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 17  | Steve 2163     | DSS-Busy Lamp              |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |
| 18  | Dani 2184      | DSS-Busy Lamp              |   |       |      |                    |      |           |          |           |      |       |  |                            |              |     |  |                           |  |

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF  
VOIP TELECOMMUNICATION SERVICES  
(Telephone System Replacement Project)**

**Customer Acceptance Test Plan  
Mitel Voice Solution**

**SEE ATTACHED TABLES**

| UAT TESTING   |  | Location:          | Customer Location                 | Date                | 5/12/2016    |
|---|--|--------------------|-----------------------------------|---------------------|--------------|
| <b>Inter PBX TIE/SIP Trunk</b>                                |  | <b>Normal Mode</b> | <b>PRI/Voice Gateway Fallback</b> | <b>WAN Fallback</b> | <b>Notes</b> |
| Digit add/delete to complete call on the Voice Gateway        |  |                    |                                   |                     |              |
| 2 Way Audio   |  |                    |                                   |                     |              |
| Transfer call back to originating system                      |  |                    |                                   |                     |              |
| Caller/Called Numbers Correct                                 |  |                    |                                   |                     |              |
| Call goes to correct VM if unanswered                         |  |                    |                                   |                     |              |
| Test DTMF digits properly received/sent                       |  |                    |                                   |                     |              |
| <b>Inbound Calls</b>  |  | <b>Normal Mode</b> | <b>PRI/Voice Gateway Fallback</b> | <b>WAN Fallback</b> | <b>Notes</b> |
| Main Number   |  |                    |                                   |                     |              |
| Inbound call to DID   |  |                    |                                   |                     |              |
| Inbound Caller ID on each of the calls above                  |  |                    |                                   |                     |              |
| # of inbound calls per extension                              |  |                    |                                   |                     |              |
| Call forwards to Voice Mail                                   |  |                    |                                   |                     |              |
| Message Waiting Light   |  |                    |                                   |                     |              |
| Unified Messaging Notification                                |  |                    |                                   |                     |              |
| Dial in access to VM messages                                 |  |                    |                                   |                     |              |
| Main Number Automated Attendant                               |  |                    |                                   |                     |              |
| Day   |  |                    |                                   |                     |              |
| Night   |  |                    |                                   |                     |              |
| Holiday   |  |                    |                                   |                     |              |
| Departmental Hunt Groups                                      |  |                    |                                   |                     |              |
| Departmental voicemail boxes or menus                         |  |                    |                                   |                     |              |
| Dial 0 for Operator from a telephone                          |  |                    |                                   |                     |              |
| Dial 0 for an Operator from Voice Mail                        |  |                    |                                   |                     |              |
| Dial 2 to reach cell phone or assistant                       |  |                    |                                   |                     |              |
| <b>Outbound Dialed Calls</b>                                  |  | <b>Normal Mode</b> | <b>PRI/Voice Gateway Fallback</b> | <b>WAN Fallback</b> | <b>Notes</b> |
| On hook dialing   |  |                    |                                   |                     |              |
| On-site extension   |  |                    |                                   |                     |              |
| 4 digit dial across WAN                                       |  |                    |                                   |                     |              |
| 10 digit dial to other location rerouted as LCR               |  |                    |                                   |                     |              |
| Outbound Caller ID is correct                                 |  |                    |                                   |                     |              |
| Dial a local call as nxx-xxxx                                 |  |                    |                                   |                     |              |
| Dial a local call as nxx-nxx-xxxx                             |  |                    |                                   |                     |              |
| Dial a local toll call as nxx-nxx-xxxx                        |  |                    |                                   |                     |              |
| Intra-State Long Distance                                     |  |                    |                                   |                     |              |
| Interstate Long Distance                                      |  |                    |                                   |                     |              |
| International   |  |                    |                                   |                     |              |
| Outbound Modem/Fax speed acceptable                           |  |                    |                                   |                     |              |
| DTMF works correctly on outbound calls                        |  |                    |                                   |                     |              |
| Calls complete to cellular providers - AT&T, Verizon, Sprint, |  |                    |                                   |                     |              |
| Telco based unsupervised transfer (if applicable)             |  |                    |                                   |                     |              |
| E911 - call completes with correct address and phone          |  |                    |                                   |                     |              |
| Analog lines connected and correct 911                        |  |                    |                                   |                     |              |
| ELIN for phone with no DID                                    |  |                    |                                   |                     |              |
| ELIN with location for DID phone                              |  |                    |                                   |                     |              |
| Phone at different location than supposed to be               |  |                    |                                   |                     |              |
| 1-800, 1-866, 1-888, 1-877                                    |  |                    |                                   |                     |              |
| 1-900 blocked?  |  |                    |                                   |                     |              |
| Caribbean common toll fraud areas blocked?                    |  |                    |                                   |                     |              |
| Account Codes (if applicable)                                 |  |                    |                                   |                     |              |
| Authorization Codes (if applicable)                           |  |                    |                                   |                     |              |

| Telephony Features and Functionality             | Normal Mode | PRI/Voice Gateway Failover | WAN Failover | Notes |
|--|-------------|----------------------------|--------------|-------|
| <b>Vendor Test Plan has been Completed</b>       |             |                            |              |       |
| Buttons work as labeled on all templates         |             |                            |              |       |
| Transfer   |             |                            |              |       |
| Conference                                       |             |                            |              |       |
| <i># of parties in a conference call</i>         |             |                            |              |       |
| <i>Display Parties</i>                           |             |                            |              |       |
| <i>Conference on inbound call</i>                |             |                            |              |       |
| <i>Drop a conferee</i>                           |             |                            |              |       |
| Music on Hold                                    |             |                            |              |       |
| Inbound and outbound DTMF                        |             |                            |              |       |
| Bridged Line Appearances                         |             |                            |              |       |
| Busy Lamp Fields                                 |             |                            |              |       |
| Intercom (Boss/Secretary Auto Answer)            |             |                            |              |       |
| Call Park and Retrieve                           |             |                            |              |       |
| Call Forwarding                                  |             |                            |              |       |
| Paging   |             |                            |              |       |
| Analog Ports (Fax/Modem/Polycom)                 |             |                            |              |       |
| Alarm Circuits/IVR - Dial tone, connection, DTMF |             |                            |              |       |
| System Directory                                 |             |                            |              |       |
| Unified Communications                           |             |                            |              |       |
| <i>Screen Pop with Call Control</i>              |             |                            |              |       |
| <i>Soft Phone VoIP Client</i>                    |             |                            |              |       |
| <i>Simultaneous Ring on Cell and Desk</i>        |             |                            |              |       |
| <i>Presence Correct in Desktop Client</i>        |             |                            |              |       |
| <i>Extension Mobility/Hotdesking</i>             |             |                            |              |       |
| <i>Instant Messaging</i>                         |             |                            |              |       |
| <i>Cellular Smart Phone Application</i>          |             |                            |              |       |

| REDUNDANCY/RESILIENCY                         | Instructions | Failed Over | Recovered | No Calls Dropped | Notes |
|---|--------------|-------------|-----------|------------------|-------|
| <b>PRI Failure to resilient path</b>          | Instructions | Failed Over | Recovered | No Calls Dropped | Notes |
| <i>Alternate Routing - Intrasite</i>          |              |             |           |                  |       |
| <i>Enhanced Alternate Routing - Intersite</i> |              |             |           |                  |       |
| <b>Call Processing and DSP resources</b>      | Instructions | Failed Over | Recovered | No Calls Dropped | Notes |
| <i>Primary Call Control</i>                   |              |             |           |                  |       |
| <i>Database</i>                               |              |             |           |                  |       |
| <i>Phone/SIP Registration Server</i>          |              |             |           |                  |       |
| <i>Server Inter/Cross Connects, System</i>    |              |             |           |                  |       |
| <i>Uplinks/Patch Cords</i>                    |              |             |           |                  |       |
| <i>Expansion/Redundant Cabinet</i>            |              |             |           |                  |       |
| <i>DSP Resources - Codec and conferencing</i> |              |             |           |                  |       |
| <i>Branch Survivable Mode</i>                 |              |             |           |                  |       |
| <i>PSTN Gateways continued to function</i>    |              |             |           |                  |       |
| <b>Voice Mail</b>                             | Instructions | Failed Over | Recovered | No Calls Dropped | Notes |
| <i>Primary VM</i>                             |              |             |           |                  |       |
| <i>Primary AA</i>                             |              |             |           |                  |       |
| <i>MWI and SmartPhones updated during</i>     |              |             |           |                  |       |
| <i>outage</i>                                 |              |             |           |                  |       |
| <i>MWI synchronized upon recovery</i>         |              |             |           |                  |       |
| <i>Message Store</i>                          |              |             |           |                  |       |
| <i>Redundant Message Store</i>                |              |             |           |                  |       |
| <i>Calls still go to VM in Branch</i>         |              |             |           |                  |       |
| <i>Survivability Mode</i>                     |              |             |           |                  |       |
| <i>Messages available and synched upon</i>    |              |             |           |                  |       |
| <i>recovery</i>                               |              |             |           |                  |       |
| <b>Unified Communications Servers</b>         | Instructions | Failed Over | Recovered | No Calls Dropped | Notes |
| <i>Presence</i>                               |              |             |           |                  |       |
| <i>Instant Messaging</i>                      |              |             |           |                  |       |
| <i>Computer Telephony Integration</i>         |              |             |           |                  |       |
| <i>Call Recording</i>                         |              |             |           |                  |       |
| <b>Telephony Equipment</b>                    | Instructions | Failed Over | Recovered | No Calls Dropped | Notes |

|                                       |  |      |      |      |  |
|---------------------------------------|--|------|------|------|--|
| <i>UPS/Battery Backup/Generator</i>   |  | Pass | Pass | Pass |  |
| <i>Redundant Power Supplies</i>       |  | Pass | Pass | Pass |  |
| <i>Redundant Ethernet Connections</i> |  | Pass | Pass | Pass |  |

| <b>LAN Failover</b>                                     | <b>Telephony Resiliency to Network Redundancy</b> | <b>Failed Over</b> | <b>Recovered</b> | <b>No Calls Dropped</b> | <b>Notes</b> |
|---|---|--------------------|------------------|-------------------------|--------------|
| <i>Core Switch Redundancy</i>                           |   |                    |                  |                         |              |
| <i>Fiber uplink from IDF to MDF</i>                     |   |                    |                  |                         |              |
| <i>Fiber uplink from IDF to MDF</i>                     |   |                    |                  |                         |              |
| <i>Uplink from Core Switch to Router</i>                |   |                    |                  |                         |              |
| <i>WAN Router</i>                                       |   |                    |                  |                         |              |
| <i>WAN Circuit</i>                                      |   |                    |                  |                         |              |
| <i>Insert digits to dial around WAN failure on PSTN</i> |   |                    |                  |                         |              |
| <b>IT Instructions</b>                                  | <b>Does redundancy exist/work</b>                 | <b>Failed Over</b> | <b>Recovered</b> | <b>No Calls Dropped</b> | <b>Notes</b> |
| <b>Domain Controllers</b>                               |   |                    |                  |                         |              |
| <i>DNS resolution</i>                                   |   |                    |                  |                         |              |
| <i>Active Directory Authentication</i>                  |   |                    |                  |                         |              |
| <i>DHCP</i>   |   |                    |                  |                         |              |
| <i>Network Time/NTP</i>                                 |   |                    |                  |                         |              |
| <i>FTP/TFTP/HTTP</i>                                    |   |                    |                  |                         |              |

| <b>CLEAN UP AFTER CUTOVER</b>   | <b>Pre-Cut</b> | <b>Post-Cut</b> | <b>Notes</b> |
|---|----------------|-----------------|--------------|
| <b>Installation</b>   |                |                 |              |
| <i>Inter-System connection to current PBX</i>                             |                |                 |              |
| <i>Access to old Voicemail system</i>                                     |                |                 |              |
| <i>Properly Installed in Rack</i>   |                |                 |              |
| <i>Equipment Labeled</i>  |                |                 |              |
| <i>Cable Routing Neat and Labeled</i>                                     |                |                 |              |
| <i>No Alarms</i>  |                |                 |              |
| <i>Debris removed</i>   |                |                 |              |
| <b>Telephony Double Check</b>   |                |                 |              |
| <i>CxO, VIP and Executive Admin. telephones work</i>                      |                |                 |              |
| <i>Test all faxes send/receive</i>  |                |                 |              |
| <i>Test all conference room Polycom</i>                                   |                |                 |              |
| <i>Paging System</i>  |                |                 |              |
| <i>Reception Console</i>  |                |                 |              |
| <i>Special analog applications - alarm lines, modems, ringdowns, etc.</i> |                |                 |              |
| <i>Pull report for users that did not record greetings</i>                |                |                 |              |
| <b>Backups</b>  |                |                 |              |
| <i>Automatically Scheduled</i>  |                |                 |              |
| <i>Backups have occurred</i>  |                |                 |              |
| <i>Offsite storage of backup</i>  |                |                 |              |
| <i>System documentation and recovery plan</i>                             |                |                 |              |
| <i>Validate backup will restore correctly</i>                             |                |                 |              |
| <i>Contact numbers and procedure for opening tickets provided</i>         |                |                 |              |

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF  
VOIP TELECOMMUNICATION SERVICES  
(Phone System Replacement Project)**

**COST SUMMARY, PROJECT PAYMENT SCHEDULE, AND PRICE LIST**

**COST SUMMARY**

| Cost Summary for systems and services                            |                  |
|--|------------------|
| Core Platform (telephones, licensing, software, Year 1 support): | \$199,991        |
| Reporting software:  | \$4,236          |
| Survivable Gateway for connection redundancy:                    | \$4,820          |
| Server Hardware:   | \$18,000         |
| Project Management, Installation and Training:                   | \$56,000         |
| Public Sector Discount   | (\$27,780)       |
| Shipping   | \$0              |
| Tax  | \$9,818          |
| <b>Total NASPO Contract Pricing:</b>                             | <b>\$265,086</b> |

**PROJECT PAYMENT SCHEDULE**

| Progress Milestone                                  | Project Payment Schedule |             |                     |
|---|--------------------------|-------------|---------------------|
|   | Telecom                  | Contingency | Total               |
| Progress Payment 1<br>Due on Execution of Agreement | \$66,000.00              |             | \$66,000.00         |
| Progress Payment 2<br>Telecom Equipment Delivery    | \$66,000.00              |             | \$66,000.00         |
| Progress Payment 3<br>Telecom Cutover               | \$66,000.00              |             | \$66,000.00         |
| Progress Payment 4<br>Customer Acceptance + 30 Days | \$49,985.60              | \$17,100.00 | \$67,085.60         |
| <b>TOTALS</b>                                       |                          |             | <b>\$265,085.60</b> |

**PRICE LIST**

**End User Line Item Pricing Report**

**Public Sector Competitive Discount is a one time discount based on the entire configuration and is subject to change if the configuration is modified.**

This quote is based on the Mitel NASPO ValuePoint contract #AR623 and Purchase Orders resulting from this quote should be written to Mitel Business Systems, Inc. directly per the ordering instructions below.

NASPO ValuePoint contract #AR623 CALIFORNIA PARTICIPATING ADDENDUM NO. 7-14-70-10 must be referenced on any PO resulting from this quote

This quote is good for 90 days from date on file and must renewed thereafter.

| Core Platform       |   |     |           |                   |              |            |                   |
|---------------------|---|-----|-----------|-------------------|--------------|------------|-------------------|
| Part No.            | Description                                   | Qty | List      | Ext List          | Disc         | Cust Price | Ext Price         |
| Accessories         |   |     |           |                   |              |            |                   |
| 50006921            | 6900/6800 Wall Mount Kit (10 Pack)            | 5   | 250.00    | 1,250.00          | 38.00        | 155.00     | 775.00            |
| Applications        |   |     |           |                   |              |            |                   |
| 54005970            | MiVoice Bus Enterprise ISS SW                 | 1   | 1,495.00  | 1,495.00          | 38.00        | 926.90     | 926.90            |
| Conf., Video Phones |   |     |           |                   |              |            |                   |
| 50006580            | MiVoice Conference Phone                      | 6   | 1,195.00  | 7,170.00          | 38.00        | 740.90     | 4,445.40          |
| IP Phones           |   |     |           |                   |              |            |                   |
| 50006767            | 6920 IP Phone                                 | 394 | 295.00    | 116,230.00        | 38.00        | 182.90     | 72,062.60         |
| 50006769            | 6930 IP Phone                                 | 75  | 410.00    | 30,750.00         | 38.00        | 254.20     | 19,065.00         |
| 50006770            | 6940 IP Phone                                 | 25  | 550.00    | 13,750.00         | 38.00        | 341.00     | 8,525.00          |
|                     | Post-review contingency for additional phones | 1   | 17,100.00 | 17,100.00         |              | 17,100.00  | 17,100.00         |
| Licenses System     |   |     |           |                   |              |            |                   |
| 54004491            | SIP Trunking Channel Proxy                    | 100 | 50.00     | 5,000.00          | 38.00        | 31.00      | 3,100.00          |
| 54004571            | Mitel Border Gateway Software for ISS         | 1   | 250.00    | 250.00            | 38.00        | 155.00     | 155.00            |
| 54005441            | MiCollab Base Software for ISS                | 1   | 995.00    | 995.00            | 38.00        | 616.90     | 616.90            |
| Licenses            |   |     |           |                   |              |            |                   |
| 54005401            | MiVoice Business SIP Trunks x50               | 2   | 4,000.00  | 8,000.00          | 38.00        | 2,480.00   | 4,960.00          |
| 54006540            | UCCv4.0 Entry User for MiVoice Bus x50        | 8   | 9,350.00  | 74,800.00         | 38.00        | 5,797.00   | 46,376.00         |
| 54006542            | UCCv4.0 STND User for MiVoice Bus x1          | 1   | 325.00    | 325.00            | 38.00        | 201.50     | 201.50            |
| 54006543            | UCCv4.0 STND User for MiVoice Bus x50         | 2   | 13,800.00 | 27,600.00         | 38.00        | 8,556.00   | 17,112.00         |
| Software Assurance  |   |     |           |                   |              |            |                   |
| 54009186            | SWA Std 1y MiCollab System                    | 1   | 100.00    | 100.00            | 38.00        | 62.00      | 62.00             |
| 54009208            | SWA Std 1y UCC Entry MiVB                     | 400 | 11.00     | 4,400.00          | 38.00        | 6.82       | 2,728.00          |
| 54009209            | SWA Std 1y UCC Std MiVB                       | 101 | 21.00     | 2,121.00          | 38.00        | 13.02      | 1,315.02          |
| 54009220            | SWA Std 1y MiVBus System                      | 1   | 125.00    | 125.00            | 38.00        | 77.50      | 77.50             |
| 54009229            | SWA Std 1y MiV BG System                      | 1   | 25.00     | 25.00             | 38.00        | 15.50      | 15.50             |
| 54009230            | SWA Std 1y MiV BG SIP Connect                 | 100 | 6.00      | 600.00            | 38.00        | 3.72       | 372.00            |
| <b>Total</b>        |   |     |           | <b>312,086.00</b> | <b>35.92</b> |            | <b>199,991.32</b> |

| Survivable Gateway        |  |     |          |                 |              |            |                 |
|---------------------------|--|-----|----------|-----------------|--------------|------------|-----------------|
| Part No.                  | Description                              | Qty | List     | Ext List        | Disc         | Cust Price | Ext Price       |
| Boards                    |  |     |          |                 |              |            |                 |
| 50006271                  | PWR CRD C13 10A 125V - NA Plug           | 1   | 25.00    | 25.00           | 38.00        | 15.50      | 15.50           |
| Software                  |  |     |          |                 |              |            |                 |
| 54005968                  | MiVBus Enterprise SW for 3300 (no users) | 1   | 1,495.00 | 1,495.00        | 38.00        | 926.90     | 926.90          |
| Software Assurance        |  |     |          |                 |              |            |                 |
| 54009220                  | SWA Std 1y MiVBus System                 | 1   | 125.00   | 125.00          | 38.00        | 77.50      | 77.50           |
| System                    |  |     |          |                 |              |            |                 |
| 50006731                  | 3300 Mxe III w/ 1GB RAM Controller       | 1   | 3,450.00 | 3,450.00        | 38.00        | 2,139.00   | 2,139.00        |
| 52002581                  | 3300 Mxe III Expansion Kit               | 1   | 2,250.00 | 2,250.00        | 38.00        | 1,395.00   | 1,395.00        |
| System - Non Discountable |  |     |          |                 |              |            |                 |
| 50006268                  | 3300 Mxe III Controller SADA SSD         | 1   | 265.00   | 265.00          | 0.00         | 265.00     | 265.00          |
| <b>Total</b>              |  |     |          | <b>7,610.00</b> | <b>36.68</b> |            | <b>4,818.90</b> |

| Business Reporter |  |     |          |          |       |            |           |
|-------------------|--|-----|----------|----------|-------|------------|-----------|
| Part No.          | Description                            | Qty | List     | Ext List | Disc  | Cust Price | Ext Price |
| Licenses          |  |     |          |          |       |            |           |
| 54006798          | MiVoice Business Reporter Starter Pack | 1   | 3,400.00 | 3,400.00 | 38.00 | 2,108.00   | 2,108.00  |



|                    |   |     |        |                 |              |        |                 |
|--------------------|---|-----|--------|-----------------|--------------|--------|-----------------|
| 54006799           | MiVoice Business Reporter Extension x50 | 9   | 300.00 | 2,700.00        | 38.00        | 186.00 | 1,674.00        |
| Software Assurance |   |     |        |                 |              |        |                 |
| 54006933           | CC Standard Software Assurance          | 732 | 1.00   | 732.00          | 38.00        | 0.62   | 453.84          |
| <b>Total</b>       |   |     |        | <b>6,832.00</b> | <b>38.00</b> |        | <b>4,235.84</b> |

| Miscellaneous Hardware |   |     |          |                  |             |            |                  |
|------------------------|---|-----|----------|------------------|-------------|------------|------------------|
| Part No.               | Description                               | Qty | List     | Ext List         | Disc        | Cust Price | Ext Price        |
| Miscellaneous Hardware |   |     |          |                  |             |            |                  |
|                        | HP DL360 - MiVoice Business Core Platform | 1   | 4,500.00 | 4,500.00         |             | 4,500.00   | 4,500.00         |
|                        | HP DL360 - MiCollab Core Platform         | 1   | 4,500.00 | 4,500.00         |             | 4,500.00   | 4,500.00         |
|                        | HP DL360 - Mitel Border Gateway           | 1   | 3,500.00 | 3,500.00         |             | 3,500.00   | 3,500.00         |
|                        | HP DL360 w/ Windows - Business Reporter   | 1   | 5,500.00 | 5,500.00         |             | 5,500.00   | 5,500.00         |
| <b>Total</b>           |   |     |          | <b>18,000.00</b> | <b>0.00</b> |            | <b>18,000.00</b> |

| Project Management Installation and Training |                        |     |        |                  |             |            |                  |
|--|------------------------|-----|--------|------------------|-------------|------------|------------------|
| Part No.                                     | Description            | Qty | List   | Ext List         | Disc        | Cust Price | Ext Price        |
| Project Management Installation and Training |                        |     |        |                  |             |            |                  |
|  | Project Management     | 80  | 125.00 | 10,000.00        |             | 125.00     | 10,000.00        |
|  | Installation           | 240 | 125.00 | 30,000.00        |             | 125.00     | 30,000.00        |
|  | Cutover Coverage       | 40  | 125.00 | 5,000.00         |             | 125.00     | 5,000.00         |
|  | End User Training      | 64  | 125.00 | 8,000.00         |             | 125.00     | 8,000.00         |
|  | Administrator Training | 24  | 125.00 | 3,000.00         |             | 125.00     | 3,000.00         |
| <b>Total</b>                                 |                        |     |        | <b>56,000.00</b> | <b>0.00</b> |            | <b>56,000.00</b> |

| Grand Total  |  |  |  |                   |              |           |                   |
|--|--|--|--|-------------------|--------------|-----------|-------------------|
| <b>Grand Total</b>   |  |  |  | <b>400,528.00</b> | <b>29.33</b> |           | <b>283,046.06</b> |
|  |  |  |  |                   |              | SALES TAX | <b>9,818.28</b>   |
| <i>Public Sector Competitive Discount</i>                                  |  |  |  |                   |              |           | <i>-27,778.80</i> |
| <b>Grand Total Price with Public Sector Discount to the County of Inyo</b> |  |  |  |                   |              |           | <b>265,085.54</b> |

**Public Sector Competitive Discount is a one time discount based on the entire configuration and is subject to change if the configuration is modified.**

This quote is based on the Mitel NASPO ValuePoint contract #AR623 and Purchase Orders resulting from this quote should be written to Mitel Business Systems, Inc. directly per the ordering instructions below.

NASPO ValuePoint contract #AR623 CALIFORNIA PARTICIPATING ADDENDUM NO. 7-14-70-10 must be referenced on any PO resulting from this quote

This quote is good for 90 days from date on file and must renewed thereafter.

Purchase Order or Mitel Govt Credit Card Order Form can be faxed to 703-904-0568 or emailed to USGovernmentSales@mitel.com

The PO should be made out to:  
 Mitel Business Systems, Inc.  
 1146 North Alma School Rd.  
 Mesa, AZ 85201

★PLEASE NOTE OUR SEPARATE REMIT TO ADDRESS★:  
 Mitel Business Systems, Inc.  
 PO Box 52688  
 Phoenix, AZ 85072-2688

★PLEASE DO NOT SEND PAYMENT TO THE MESA ADDRESS★

**Please note the following order requirements:**

- \* Prime NASPO ValuePoint contract #AR623 must be referenced on the PO
- \* CALIFORNIA PARTICIPATING ADDENDUM NO. 7-14-70-10 must be referenced on the PO
- \* Terms of Net/30
- \* A copy of the Mitel quote must accompany the order
- \* Shipping and billing instructions
- \* Requested delivery dates

First time placing an order with us?

We will need to set up a new customer account and will require the following information:

- \* Full Legal Name and Invoice/Billing Address
- \* Main Phone and Fax numbers
- \* Point of Contact info for the Accounts Payable dept (Name, Title, Email, Phone and Fax number)
- \* If Tax Exempt, a copy of the Tax Exemption Certificate must be provided

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND MAVERICK NETWORKS, INC. FOR THE PROVISION OF  
VOIP TELECOMMUNICATION SERVICES  
(Phone System Replacement Project)**

**SEE ATTACHED INSURANCE SPECIFICATIONS**

**Attachment D**  
**to Standard County Contract No. 113**  
**Insurance Requirements for IT Vendor Services**

IT Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

*(Not required if consultant provides written verification it has no employees)*

4. **Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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***Additional Insured Status***

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

***Primary Coverage***

For any claims related to this contract, the Vendor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

***Waiver of Subrogation***

Vendor hereby grants to County a waiver of any right to subrogation which any insurer of said Vendor may acquire against the County by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

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***Verification of Coverage***

Vendor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that County is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

XX  Consent    Departmental     Correspondence Action     Public Hearing  
 Schedule time for     Closed Session     Informational

|                          |
|--------------------------|
| For Clerk's Use<br>Only: |
| <b>AGENDA NUMBER</b>     |
| 14                       |

FROM: Clint Quilter – County Administrator

FOR THE BOARD MEETING OF: June 25, 2019

SUBJECT: Contract Amendment with ICEA and Non Represented and Management Resolutions

**DEPARTMENTAL RECOMMENDATIONS:**

Request your Board:

A: Approve the Amendment No. One (1) to the Comprehensive Memorandum of Understanding between the County of Inyo and the Inyo County Employees Association (ICEA) from September 12, 2017 through September 30, 2019 and;

B. Approve Resolution 2019-\_\_\_ “A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary for Management Employees Employed In The Several Offices or Institutions Of The County of Inyo, Which Shall Supersede Any Prior Resolution Pertaining To That Subject To The Extent They Are Inconsistent” and authorize the Chairperson to sign and;

C: Approve Resolution 2019-\_\_\_ “A Resolution of the Board of Supervisors, County of Inyo, State of California, and Setting Certain Salary for Non-Represented Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any Prior Resolution Pertaining To That Subject To The Extent They Are Inconsistent” and authorize the Chairperson to sign.

D. Approve Resolution 2019- “ A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06 Changing Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo” and authorize the Chairperson to sign.

**SUMMARY DISCUSSION:**

The County and Inyo County Employees Association (ICEA) have agreed to extend the current MOU through June 30, 2021. The County requested that ICEA consider extending the contract for a two-year period. For that extension the County would give 2% COLAS in each of the extension years and the County would agree to re-open the MOU on a few non-economic issues. The Resolutions for Management and Non-Represented Employees, Appointed and Elected Officials that provide for the COLAS.

**ALTERNATIVES:**

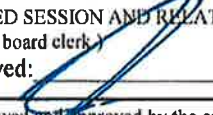
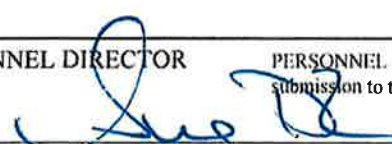
Your Board could choose to deny this request. However, it is not staff's recommendation since this has been negotiated and accepted by the ICEA.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Fiscal Year 2019/2020 County Budgets includes this increase.

**APPROVALS**

|                    |   |   |               |
|--------------------|---|---|---------------|
| COUNTY COUNSEL:    | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) | Approved:  | Date 06/19/19 |
| AUDITOR/CONTROLLER | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)                              | Approved: _____   | Date _____    |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)                           | Approved:    | Date 6/19/19  |

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

 Date: 6/19/19  




**AMENDMENT NO. ONE (1)**  
**TO COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE COUNTY OF INYO AND THE INYO COUNTY EMPLOYEES**  
**ASSOCIATION OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019**

**WHEREAS**, the County of Inyo (hereinafter referred to as “COUNTY”), and the Inyo County Employees Association (hereinafter call the “ASSOCIATION”), have entered into a Comprehensive Memorandum of Understanding between them, for the term from October 1, 2016 through September 30, 2019 (hereinafter referred to as MOU ending September 30, 2019”).

**WHEREAS**, the COUNTY and ASSOCIATION have agreed to re-open negotiations, met and conferred, on terms as condition of a Comprehensive MOU between the COUNTY and the ASSOCIATION for the period beginning October 1, 2019, all in accordance with the requirement of the Meyers-Milias-Brown Act as set forth in government Code Section 3500 et. seq.;

**NOW THEREFORE**, COUNTY and ASSOCIATION agree as set forth below:

- I. The MOU ending September 30, 2019, is hereby amended as set forth below:
1. **ARTICLE 7: Salaries** is amended by adding two additional COLAs to Section A as follows:  
  
July 2019 – 2% COLA (effective July 11, 2019 – first full pay period in July)  
July 2020 – 2% COLA (effective July 9, 2020 – first full pay period in July)”
  2. **ARTICLE 43. TERM** is amended to read:  
  
“The Memorandum of Understanding shall be in force and effect upon ratification and adoption of this MOU by both parties through June 30, 2021.”

[CONTINUED ON NEXT PAGE]

II. In addition to the above, the COUNTY and ASSOCIATION agree that the following articles of the MOU ending September 20, 2019 may be re-opened by either party during the term of the MOU:

1. Article 21 Section 5 Promotions / Recruitments;
2. Article 21 Section 7 Career Ladder Movements;
3. Article 30 Personnel Evaluations.

All other terms and conditions of the MOU ending September 30, 2019 are unchanged and remain the same.

In witness thereof, the parties have set their hands and seals this \_\_\_\_\_ day of June 25, 2019.

COUNTY OF INYO:

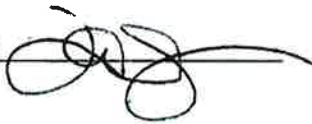
BY: 

DATED: 6/19/19

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

ASSOCIATION

BY: 

DATED: 6/19/19

**ATTACHMENT D**  
**MISCELLANEOUS EMPLOYEES**  
**EFFECTIVE JULY 11, 2019**  
**2% COLA**

| <b>Range</b> | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|--------------|---------------|---------------|---------------|---------------|---------------|
| 039          | 2,271         | 2,381         | 2,504         | 2,629         | 2,758         |
| 040          | 2,320         | 2,434         | 2,557         | 2,688         | 2,823         |
| 041          | 2,379         | 2,491         | 2,618         | 2,749         | 2,885         |
| 042          | 2,429         | 2,545         | 2,678         | 2,816         | 2,952         |
| 043          | 2,485         | 2,606         | 2,740         | 2,874         | 3,022         |
| 044          | 2,544         | 2,670         | 2,807         | 2,948         | 3,097         |
| 045          | 2,599         | 2,733         | 2,867         | 3,017         | 3,167         |
| 046          | 2,655         | 2,800         | 2,929         | 3,084         | 3,242         |
| 047          | 2,725         | 2,862         | 3,007         | 3,151         | 3,316         |
| 048          | 2,795         | 2,922         | 3,071         | 3,232         | 3,386         |
| 049          | 2,852         | 2,994         | 3,144         | 3,302         | 3,467         |
| 050          | 2,917         | 3,067         | 3,218         | 3,375         | 3,548         |
| 051          | 2,987         | 3,139         | 3,291         | 3,456         | 3,623         |
| 052          | 3,057         | 3,205         | 3,371         | 3,535         | 3,714         |
| 053          | 3,131         | 3,287         | 3,446         | 3,613         | 3,807         |
| 054          | 3,198         | 3,366         | 3,525         | 3,700         | 3,890         |
| 055          | 3,277         | 3,434         | 3,609         | 3,792         | 3,985         |
| 056          | 3,358         | 3,518         | 3,692         | 3,878         | 4,074         |
| 057          | 3,430         | 3,605         | 3,783         | 3,971         | 4,168         |
| 058          | 3,513         | 3,687         | 3,868         | 4,065         | 4,274         |
| 059          | 3,597         | 3,774         | 3,966         | 4,163         | 4,371         |
| 060          | 3,684         | 3,864         | 4,058         | 4,265         | 4,475         |
| 061          | 3,768         | 3,955         | 4,156         | 4,368         | 4,576         |
| 062          | 3,859         | 4,054         | 4,258         | 4,462         | 4,692         |
| 063          | 3,944         | 4,144         | 4,357         | 4,572         | 4,799         |
| 064          | 4,043         | 4,242         | 4,450         | 4,685         | 4,913         |
| 065          | 4,133         | 4,346         | 4,564         | 4,793         | 5,028         |
| 066          | 4,231         | 4,446         | 4,675         | 4,904         | 5,151         |
| 067          | 4,338         | 4,555         | 4,783         | 5,026         | 5,266         |
| 068          | 4,444         | 4,668         | 4,899         | 5,138         | 5,400         |
| 069          | 4,550         | 4,777         | 5,016         | 5,263         | 5,523         |
| 070          | 4,660         | 4,896         | 5,137         | 5,398         | 5,668         |
| 071          | 4,768         | 5,007         | 5,259         | 5,519         | 5,797         |
| 072          | 4,883         | 5,132         | 5,382         | 5,647         | 5,931         |
| 073          | 4,998         | 5,251         | 5,516         | 5,790         | 6,079         |
| 074          | 5,121         | 5,376         | 5,643         | 5,928         | 6,225         |
| 075          | 5,244         | 5,509         | 5,775         | 6,068         | 6,374         |
| 076          | 5,369         | 5,636         | 5,924         | 6,219         | 6,528         |
| 077          | 5,496         | 5,768         | 6,062         | 6,366         | 6,681         |
| 078          | 5,628         | 5,904         | 6,204         | 6,514         | 6,839         |
| 079          | 5,760         | 6,051         | 6,351         | 6,668         | 7,005         |
| 080          | 5,900         | 6,199         | 6,512         | 6,834         | 7,176         |
| 081          | 6,040         | 6,350         | 6,664         | 7,000         | 7,345         |
| 082          | 6,198         | 6,500         | 6,829         | 7,171         | 7,526         |
| 083          | 6,350         | 6,664         | 7,000         | 7,339         | 7,715         |
| 084          | 6,507         | 6,829         | 7,171         | 7,526         | 7,908         |
| 085          | 6,666         | 7,000         | 7,339         | 7,715         | 8,104         |
| 086          | 6,830         | 7,171         | 7,526         | 7,908         | 8,302         |
| 087          | 7,001         | 7,339         | 7,715         | 8,104         | 8,503         |
| 088          | 7,175         | 7,526         | 7,908         | 8,302         | 8,718         |
| 089          | 7,355         | 7,715         | 8,104         | 8,503         | 8,933         |
| 090          | 7,535         | 7,908         | 8,302         | 8,718         | 9,161         |
| 091          | 7,721         | 8,104         | 8,503         | 8,933         | 9,382         |
| 092          | 7,913         | 8,302         | 8,718         | 9,161         | 9,620         |
| 093          | 8,112         | 8,503         | 8,933         | 9,382         | 9,853         |
| 094          | 8,305         | 8,718         | 9,161         | 9,620         | 10,100        |
| 095          | 8,510         | 8,933         | 9,382         | 9,853         | 10,356        |
| 096          | 8,725         | 9,161         | 9,620         | 10,100        | 10,610        |
| 097          | 8,939         | 9,382         | 9,853         | 10,356        | 10,869        |
| 098          | 9,165         | 9,620         | 10,100        | 10,610        | 11,142        |
| 099          | 9,386         | 9,853         | 10,356        | 10,869        | 11,416        |

**ATTACHMENT D**  
**MISCELLANEOUS EMPLOYEES**  
**EFFECTIVE JULY 9, 2020**  
**2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 039   | 2,316  | 2,429  | 2,554  | 2,682  | 2,813  |
| 040   | 2,366  | 2,483  | 2,608  | 2,742  | 2,879  |
| 041   | 2,427  | 2,541  | 2,670  | 2,804  | 2,943  |
| 042   | 2,478  | 2,596  | 2,732  | 2,872  | 3,011  |
| 043   | 2,535  | 2,658  | 2,795  | 2,931  | 3,082  |
| 044   | 2,595  | 2,723  | 2,863  | 3,007  | 3,159  |
| 045   | 2,651  | 2,788  | 2,924  | 3,077  | 3,230  |
| 046   | 2,708  | 2,856  | 2,988  | 3,146  | 3,307  |
| 047   | 2,780  | 2,919  | 3,067  | 3,214  | 3,382  |
| 048   | 2,851  | 2,980  | 3,132  | 3,297  | 3,454  |
| 049   | 2,909  | 3,054  | 3,207  | 3,368  | 3,536  |
| 050   | 2,975  | 3,128  | 3,282  | 3,442  | 3,619  |
| 051   | 3,047  | 3,202  | 3,357  | 3,525  | 3,695  |
| 052   | 3,118  | 3,269  | 3,438  | 3,606  | 3,788  |
| 053   | 3,194  | 3,353  | 3,515  | 3,685  | 3,883  |
| 054   | 3,262  | 3,433  | 3,596  | 3,774  | 3,968  |
| 055   | 3,343  | 3,503  | 3,681  | 3,868  | 4,065  |
| 056   | 3,425  | 3,588  | 3,766  | 3,956  | 4,155  |
| 057   | 3,499  | 3,677  | 3,859  | 4,050  | 4,251  |
| 058   | 3,583  | 3,761  | 3,945  | 4,146  | 4,359  |
| 059   | 3,669  | 3,849  | 4,045  | 4,246  | 4,458  |
| 060   | 3,758  | 3,941  | 4,139  | 4,350  | 4,564  |
| 061   | 3,843  | 4,034  | 4,239  | 4,455  | 4,668  |
| 062   | 3,936  | 4,135  | 4,343  | 4,551  | 4,786  |
| 063   | 4,023  | 4,227  | 4,444  | 4,663  | 4,895  |
| 064   | 4,124  | 4,327  | 4,539  | 4,779  | 5,011  |
| 065   | 4,216  | 4,433  | 4,655  | 4,889  | 5,129  |
| 066   | 4,316  | 4,535  | 4,768  | 5,002  | 5,254  |
| 067   | 4,425  | 4,646  | 4,879  | 5,127  | 5,371  |
| 068   | 4,533  | 4,761  | 4,997  | 5,241  | 5,508  |
| 069   | 4,641  | 4,873  | 5,116  | 5,368  | 5,633  |
| 070   | 4,753  | 4,994  | 5,240  | 5,506  | 5,781  |
| 071   | 4,863  | 5,107  | 5,364  | 5,629  | 5,913  |
| 072   | 4,981  | 5,235  | 5,490  | 5,760  | 6,050  |
| 073   | 5,098  | 5,356  | 5,626  | 5,906  | 6,201  |
| 074   | 5,223  | 5,484  | 5,756  | 6,047  | 6,350  |
| 075   | 5,349  | 5,619  | 5,890  | 6,189  | 6,501  |
| 076   | 5,476  | 5,749  | 6,042  | 6,343  | 6,659  |
| 077   | 5,606  | 5,883  | 6,183  | 6,493  | 6,815  |
| 078   | 5,741  | 6,022  | 6,328  | 6,644  | 6,976  |
| 079   | 5,875  | 6,172  | 6,478  | 6,801  | 7,145  |
| 080   | 6,018  | 6,323  | 6,642  | 6,971  | 7,320  |
| 081   | 6,161  | 6,477  | 6,797  | 7,140  | 7,492  |
| 082   | 6,322  | 6,630  | 6,966  | 7,314  | 7,677  |
| 083   | 6,477  | 6,797  | 7,140  | 7,486  | 7,869  |
| 084   | 6,637  | 6,966  | 7,314  | 7,677  | 8,066  |
| 085   | 6,799  | 7,140  | 7,486  | 7,869  | 8,266  |
| 086   | 6,967  | 7,314  | 7,677  | 8,066  | 8,468  |
| 087   | 7,141  | 7,486  | 7,869  | 8,266  | 8,673  |
| 088   | 7,318  | 7,677  | 8,066  | 8,468  | 8,892  |
| 089   | 7,502  | 7,869  | 8,266  | 8,673  | 9,112  |
| 090   | 7,686  | 8,066  | 8,468  | 8,892  | 9,344  |
| 091   | 7,875  | 8,266  | 8,673  | 9,112  | 9,570  |
| 092   | 8,071  | 8,468  | 8,892  | 9,344  | 9,812  |
| 093   | 8,274  | 8,673  | 9,112  | 9,570  | 10,050 |
| 094   | 8,471  | 8,892  | 9,344  | 9,812  | 10,302 |
| 095   | 8,680  | 9,112  | 9,570  | 10,050 | 10,563 |
| 096   | 8,900  | 9,344  | 9,812  | 10,302 | 10,822 |
| 097   | 9,118  | 9,570  | 10,050 | 10,563 | 11,086 |
| 098   | 9,348  | 9,812  | 10,302 | 10,822 | 11,365 |
| 099   | 9,574  | 10,050 | 10,563 | 11,086 | 11,644 |

**ATTACHMENT D**  
**MISCELLANEOUS EMPLOYEES - 7 HOUR**  
**EFFECTIVE JULY 11, 2019**  
**2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 0597  | 3,597  | 3,774  | 3,966  | 4,163  | 4,371  |

**MISCELLANEOUS EMPLOYEES - 7 HOUR**  
**EFFECTIVE JULY 9, 2020**  
**2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 0597  | 3,669  | 3,849  | 4,045  | 4,246  | 4,458  |

**ATTACHMENT D**  
**PART TIME EMPLOYEES - EIGHT HOUR**  
**EFFECTIVE JULY 11, 2019**  
**2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E | Step F | Step G |
|-------|--------|--------|--------|--------|--------|--------|--------|
| 039PT | 12.16  | 12.77  | 13.43  | 14.07  | 14.77  | -      | -      |
| 040PT | 12.44  | 13.05  | 13.71  | 14.39  | 15.13  | -      | -      |
| 041PT | 12.76  | 13.36  | 14.04  | 14.74  | 15.46  | -      | -      |
| 042PT | 13.01  | 13.63  | 14.36  | 15.08  | 15.83  | -      | -      |
| 043PT | 13.32  | 13.97  | 14.68  | 15.42  | 16.20  | -      | -      |
| 044PT | 13.63  | 14.32  | 15.03  | 15.81  | 16.60  | -      | -      |
| 045PT | 13.94  | 14.65  | 15.37  | 16.17  | 16.98  | -      | -      |
| 046PT | 14.24  | 15.00  | 15.69  | 16.53  | 17.36  | -      | -      |
| 047PT | 14.60  | 15.33  | 16.11  | 16.90  | 17.76  | -      | -      |
| 048PT | 14.62  | 15.67  | 16.45  | 17.31  | 18.15  | -      | -      |
| 049PT | 15.27  | 16.04  | 16.84  | 17.70  | 18.58  | -      | -      |
| 050PT | 15.66  | 16.43  | 17.26  | 18.09  | 19.01  | -      | -      |
| 051PT | 16.01  | 16.80  | 17.64  | 18.53  | 19.42  | -      | -      |
| 052PT | 16.38  | 17.19  | 18.07  | 18.95  | 19.90  | -      | -      |
| 053PT | 16.77  | 17.63  | 18.47  | 19.37  | 20.41  | -      | -      |
| 054PT | 17.15  | 18.03  | 18.88  | 19.83  | 20.85  | -      | -      |
| 055PT | 17.56  | 18.42  | 19.35  | 20.33  | 21.35  | -      | -      |
| 056PT | 17.98  | 18.87  | 19.79  | 20.77  | 21.85  | -      | -      |
| 057PT | 18.39  | 19.32  | 20.26  | 21.27  | 22.34  | -      | -      |
| 058PT | 18.83  | 19.77  | 20.73  | 21.80  | 22.90  | -      | -      |
| 059PT | 19.27  | 20.22  | 21.24  | 22.31  | 23.42  | -      | -      |
| 060PT | 19.74  | 20.71  | 21.75  | 22.84  | 23.98  | -      | -      |
| 061PT | 20.20  | 21.19  | 22.29  | 23.40  | 24.54  | -      | -      |
| 062PT | 20.68  | 21.72  | 22.80  | 23.93  | 25.15  | -      | -      |
| 063PT | 21.14  | 22.20  | 23.35  | 24.51  | 25.71  | -      | -      |
| 064PT | 21.67  | 22.74  | 23.86  | 25.10  | 26.34  | -      | -      |
| 065PT | 22.15  | 23.30  | 24.46  | 25.68  | 26.94  | -      | -      |
| 066PT | 22.68  | 23.84  | 25.05  | 26.29  | 27.61  | -      | -      |
| 067PT | 23.25  | 24.41  | 25.63  | 26.92  | 28.24  | -      | -      |
| 068PT | 23.83  | 25.02  | 26.25  | 27.54  | 28.94  | -      | -      |
| 069PT | 24.38  | 25.59  | 26.88  | 28.22  | 29.60  | -      | -      |
| 070PT | 24.97  | 26.23  | 27.53  | 28.92  | 30.35  | -      | -      |
| 071PT | 25.55  | 26.83  | 28.20  | 29.58  | 31.05  | -      | -      |
| 072PT | 26.17  | 27.50  | 28.85  | 30.27  | 31.79  | -      | -      |
| 073PT | 26.79  | 28.15  | 29.57  | 31.02  | 32.57  | -      | -      |
| 074PT | 27.44  | 28.82  | 30.24  | 31.77  | 33.35  | -      | -      |
| 075PT | 28.09  | 29.53  | 30.95  | 32.50  | 34.16  | -      | -      |
| 076PT | 28.77  | 30.21  | 31.75  | 33.31  | 34.99  | -      | -      |
| 077PT | 29.45  | 30.93  | 32.48  | 34.11  | 35.80  | -      | -      |
| 078PT | 30.15  | 31.64  | 33.25  | 34.93  | 36.66  | -      | -      |
| 079PT | 30.88  | 32.42  | 34.04  | 35.74  | 37.55  | -      | -      |
| 080PT | 31.61  | 33.21  | 34.91  | 36.63  | 38.46  | -      | -      |
| 081PT | 32.39  | 34.03  | 35.72  | 37.51  | 39.36  | -      | -      |
| 082PT | 33.21  | 34.83  | 36.61  | 38.43  | 40.33  | -      | -      |
| 083PT | 34.03  | 35.72  | 37.51  | 39.32  | 41.35  | -      | -      |
| 084PT | 34.88  | 36.61  | 38.43  | 40.33  | 42.39  | -      | -      |
| 085PT | 35.73  | 37.51  | 39.32  | 41.35  | 43.43  | -      | -      |
| 086PT | 36.61  | 38.43  | 40.33  | 42.39  | 44.49  | -      | -      |
| 087PT | 37.52  | 39.32  | 41.35  | 43.43  | 45.58  | -      | -      |
| 088PT | 38.45  | 40.33  | 42.39  | 44.49  | 46.73  | -      | -      |
| 089PT | 39.42  | 41.35  | 43.43  | 45.58  | 47.87  | -      | -      |
| 090PT | 40.38  | 42.39  | 44.49  | 46.73  | 49.10  | -      | -      |
| 091PT | 41.38  | 43.43  | 45.58  | 47.87  | 50.29  | -      | -      |
| 092PT | 42.41  | 44.49  | 46.73  | 49.10  | 51.55  | -      | -      |
| 093PT | 43.48  | 45.58  | 47.87  | 50.29  | 52.81  | -      | -      |
| 094PT | 44.52  | 46.73  | 49.10  | 51.55  | 54.13  | -      | -      |
| 095PT | 45.61  | 47.87  | 50.29  | 52.81  | 55.49  | -      | -      |
| 096PT | 46.76  | 49.10  | 51.55  | 54.13  | 56.86  | -      | -      |
| 097PT | 47.91  | 50.29  | 52.81  | 55.49  | 58.25  | -      | -      |
| 098PT | 49.12  | 51.55  | 54.13  | 56.86  | 59.71  | -      | -      |
| 099PT | 50.31  | 52.81  | 55.49  | 58.25  | 61.17  | 134.34 | 173.40 |

**ATTACHMENT D**  
**PART TIME EMPLOYEES - EIGHT HOUR**  
**EFFECTIVE JULY 9, 2020**  
**2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E | Step F | Step G |
|-------|--------|--------|--------|--------|--------|--------|--------|
| 039PT | 12.41  | 13.03  | 13.69  | 14.35  | 15.07  | -      | -      |
| 040PT | 12.69  | 13.31  | 13.99  | 14.68  | 15.43  | -      | -      |
| 041PT | 13.01  | 13.63  | 14.32  | 15.03  | 15.77  | -      | -      |
| 042PT | 13.27  | 13.91  | 14.65  | 15.38  | 16.15  | -      | -      |
| 043PT | 13.58  | 14.25  | 14.97  | 15.73  | 16.53  | -      | -      |
| 044PT | 13.90  | 14.61  | 15.33  | 16.12  | 16.93  | -      | -      |
| 045PT | 14.21  | 14.94  | 15.68  | 16.49  | 17.32  | -      | -      |
| 046PT | 14.53  | 15.30  | 16.01  | 16.86  | 17.71  | -      | -      |
| 047PT | 14.89  | 15.64  | 16.43  | 17.24  | 18.12  | -      | -      |
| 048PT | 14.91  | 15.98  | 16.78  | 17.65  | 18.52  | -      | -      |
| 049PT | 15.57  | 16.36  | 17.18  | 18.05  | 18.95  | -      | -      |
| 050PT | 15.97  | 16.76  | 17.60  | 18.45  | 19.39  | -      | -      |
| 051PT | 16.33  | 17.14  | 18.00  | 18.90  | 19.81  | -      | -      |
| 052PT | 16.71  | 17.53  | 18.43  | 19.33  | 20.30  | -      | -      |
| 053PT | 17.10  | 17.98  | 18.84  | 19.76  | 20.82  | -      | -      |
| 054PT | 17.49  | 18.39  | 19.26  | 20.23  | 21.27  | -      | -      |
| 055PT | 17.92  | 18.79  | 19.74  | 20.73  | 21.78  | -      | -      |
| 056PT | 18.34  | 19.25  | 20.18  | 21.19  | 22.28  | -      | -      |
| 057PT | 18.76  | 19.71  | 20.67  | 21.70  | 22.79  | -      | -      |
| 058PT | 19.20  | 20.16  | 21.15  | 22.23  | 23.36  | -      | -      |
| 059PT | 19.66  | 20.62  | 21.67  | 22.76  | 23.89  | -      | -      |
| 060PT | 20.14  | 21.13  | 22.18  | 23.30  | 24.46  | -      | -      |
| 061PT | 20.60  | 21.62  | 22.74  | 23.87  | 25.03  | -      | -      |
| 062PT | 21.10  | 22.16  | 23.26  | 24.40  | 25.66  | -      | -      |
| 063PT | 21.57  | 22.65  | 23.82  | 25.00  | 26.23  | -      | -      |
| 064PT | 22.10  | 23.19  | 24.34  | 25.60  | 26.86  | -      | -      |
| 065PT | 22.60  | 23.77  | 24.95  | 26.19  | 27.48  | -      | -      |
| 066PT | 23.13  | 24.32  | 25.55  | 26.81  | 28.16  | -      | -      |
| 067PT | 23.72  | 24.89  | 26.14  | 27.46  | 28.80  | -      | -      |
| 068PT | 24.30  | 25.52  | 26.77  | 28.09  | 29.52  | -      | -      |
| 069PT | 24.87  | 26.10  | 27.42  | 28.79  | 30.19  | -      | -      |
| 070PT | 25.47  | 26.76  | 28.08  | 29.50  | 30.96  | -      | -      |
| 071PT | 26.06  | 27.37  | 28.76  | 30.18  | 31.68  | -      | -      |
| 072PT | 26.69  | 28.05  | 29.42  | 30.87  | 32.43  | -      | -      |
| 073PT | 27.33  | 28.71  | 30.16  | 31.64  | 33.23  | -      | -      |
| 074PT | 27.99  | 29.39  | 30.85  | 32.41  | 34.02  | -      | -      |
| 075PT | 28.65  | 30.12  | 31.57  | 33.15  | 34.84  | -      | -      |
| 076PT | 29.34  | 30.81  | 32.39  | 33.98  | 35.69  | -      | -      |
| 077PT | 30.04  | 31.54  | 33.13  | 34.79  | 36.52  | -      | -      |
| 078PT | 30.75  | 32.27  | 33.91  | 35.63  | 37.40  | -      | -      |
| 079PT | 31.50  | 33.07  | 34.72  | 36.45  | 38.30  | -      | -      |
| 080PT | 32.24  | 33.88  | 35.61  | 37.36  | 39.23  | -      | -      |
| 081PT | 33.04  | 34.71  | 36.44  | 38.26  | 40.15  | -      | -      |
| 082PT | 33.87  | 35.53  | 37.34  | 39.20  | 41.13  | -      | -      |
| 083PT | 34.71  | 36.44  | 38.26  | 40.11  | 42.17  | -      | -      |
| 084PT | 35.57  | 37.34  | 39.20  | 41.13  | 43.23  | -      | -      |
| 085PT | 36.45  | 38.26  | 40.11  | 42.17  | 44.29  | -      | -      |
| 086PT | 37.34  | 39.20  | 41.13  | 43.23  | 45.38  | -      | -      |
| 087PT | 38.27  | 40.11  | 42.17  | 44.29  | 46.49  | -      | -      |
| 088PT | 39.22  | 41.13  | 43.23  | 45.38  | 47.66  | -      | -      |
| 089PT | 40.21  | 42.17  | 44.29  | 46.49  | 48.82  | -      | -      |
| 090PT | 41.19  | 43.23  | 45.38  | 47.66  | 50.08  | -      | -      |
| 091PT | 42.21  | 44.29  | 46.49  | 48.82  | 51.29  | -      | -      |
| 092PT | 43.26  | 45.38  | 47.66  | 50.08  | 52.58  | -      | -      |
| 093PT | 44.35  | 46.49  | 48.82  | 51.29  | 53.86  | -      | -      |
| 094PT | 45.41  | 47.66  | 50.08  | 52.58  | 55.21  | -      | -      |
| 095PT | 46.52  | 48.82  | 51.29  | 53.86  | 56.60  | -      | -      |
| 096PT | 47.70  | 50.08  | 52.58  | 55.21  | 58.00  | -      | -      |
| 097PT | 48.87  | 51.29  | 53.86  | 56.60  | 59.42  | -      | -      |
| 098PT | 50.10  | 52.58  | 55.21  | 58.00  | 60.91  | -      | -      |
| 099PT | 51.32  | 53.86  | 56.60  | 59.42  | 62.40  | 137.03 | 176.87 |

**ATTACHMENT D**  
**PART-TIME EMPLOYEES - SEVEN HOUR**  
**EFFECTIVE JULY 11, 2019**  
**2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 042P7 | 14.87  | 15.58  | 16.41  | 17.23  | 18.09  |
| 044P7 | 15.57  | 16.37  | 17.18  | 18.07  | 18.97  |
| 050P7 | 18.07  | 18.98  | 19.93  | 20.92  | 21.97  |
| 051P7 | 18.29  | 19.20  | 20.16  | 21.17  | 22.20  |

**PART-TIME EMPLOYEES - SEVEN HOUR**  
**EFFECTIVE JULY 9, 2020**  
**2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 042P7 | 15.17  | 15.89  | 16.74  | 17.57  | 18.45  |
| 044P7 | 15.88  | 16.70  | 17.52  | 18.43  | 19.35  |
| 050P7 | 18.44  | 19.36  | 20.33  | 21.34  | 22.41  |
| 051P7 | 18.66  | 19.59  | 20.57  | 21.59  | 22.64  |



RESOLUTION NO 2019-

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT**

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, Management are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for management employees, excluding, appointed officials and Board of Supervisors;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed as Management and shall be subject to the salary and/or terms and conditions of employment set forth below:

|                                |
|--------------------------------|
| ASSESSOR SENIOR                |
| CAO ASSISTANT                  |
| CAO DEPUTY                     |
| CAO SENIOR DEPUTY              |
| COUNTY COUNSEL ASSISTANT SR    |
| COUNTY COUNSEL DEPUTY          |
| HHS DEPUTY DIRECTOR AGING & SS |
| HHS DEPUTY DIRECTOR BEHAV HLTH |
| HHS DEPUTY DIRECTOR PUB HEALTH |
| HHS ASSISTANT DIRECTOR         |
| INFORMATION TECHNOLOGY DIRECTO |
| MANAGEMENT ANALYST SENIOR      |
| PERSONNEL DEPUTY DIRECTOR      |
| DEPUTY DIRECTOR PLANNING       |
| PROBATION DEP CHF ADULT/JUVEN  |
| PROBATION DEP CHIEF JUV INST   |
| PUBLIC WORKS DEPUTY            |
| RISK MANAGER                   |
| WATER DEPUTY DIRECTOR          |

**ARTICLE 1. RECOGNITION**

The County of Inyo (hereinafter called the “County”) has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code Section 3500, et seq. This Resolution applies to Management employees not represented by any employee bargaining unit. This Resolution applies to those positions listed below:

|                                |
|--------------------------------|
| CAO ASSISTANT                  |
| CAO DEPUTY                     |
| CAO SENIOR DEPUTY              |
| COUNTY COUNSEL ASSISTANT SR    |
| COUNTY COUNSEL DEPUTY          |
| HHS DEPUTY DIRECTOR AGING & SS |
| HHS DEPUTY DIRECTOR BEHAV HLTH |
| HHS DEPUTY DIRECTOR PUB HEALTH |
| HHS ASSISTANT DIRECTOR         |
| INFORMATION TECHNOLOGY DIRECTO |
| MANAGEMENT ANALYST SENIOR      |
| PERSONNEL DEPUTY DIRECTOR      |
| DEPUTY DIRECTOR PLANNING       |
| PROBATION DEP CHF ADULT/JUVEN  |
| PROBATION DEP CHIEF JUV INST   |
| PUBLIC WORKS DEPUTY            |
| RISK MANAGER                   |

Persons in these positions are hereinafter referred to as “Management Employees”.

**ARTICLE 2. EFFECT OF PRIOR RESOLUTIONS**

This Resolution supersedes all prior Resolutions with regards to the Management Employees covered by this Resolution to the extent they are inconsistent herewith.

**ARTICLE 3. NON-DISCRIMINATION**

**Section 1.** The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected bargaining unit activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

**Section 2.** Management Employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

**Section 3.** Whenever the masculine gender is used in this Resolution, it shall be understood to include the feminine gender.

**ARTICLE 4. WORKDAY AND WORKWEEK**

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday.)

- a. The Obligation of Management Employee is to perform the services and work required by his/her position within the County. The performance of these services and work will require a varied schedule. Officials in arranging their work schedule will coordinate and make arrangement to fulfill the requirements of the services and work, which are necessary.
- b. Management Employee's on either a seven or eight hour daily work schedule will generally work five consecutive days, with two consecutive days off.
- c. Management Employee's on a four day, ten hour per day work schedule will generally work four consecutive days with three consecutive days off.
- d. Any transfer of a Management Employee to another position shall be at 8 hours per day.
- e. The County Administrative Officer may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

**ARTICLE 5. OVERTIME AND COMPENSATORY TIME**

Management Employees are FLSA Exempt employees.

**ARTICLE 6. STANDBY COMPENSATION**

Employees requested by the department head to serve in an after-hours response capacity will receive \$50.00, for performing standby duties on each regularly scheduled day and \$75.00, for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.

**ARTICLE 7. SALARIES**

- a. Salaries-Management employees shall be paid a monthly salary as set forth in the schedule below and in Attachment A

2% COLA – (first full pay period in July 2019)

2% COLA – (first full pay period in July 2020)

- b. Longevity Pay: The County shall provide Management employees the following longevity increases after ten (10) years of consecutive service:

10 years - 2%  
15 years – 2%  
20 years – 2%  
25 years – 2%

These increases will be based on start date. If the Management employees start on the first through fifteenth of the month, the increase will begin the first of that month. If Management employees start on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

- c. Left Blank
- d. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

#### **ARTICLE 8.**

Left Blank

#### **ARTICLE 9. INSURANCE BENEFITS**

- a. The County shall continue to provide Management Employees with the medical benefit plan administered by the Public Employees Retirement System (PERS).

County agrees to pay 80% of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.

- b. The County shall reimburse Management Employees' 50% of the annual medical deductible after the full deductible per person has been paid.
- c. The County shall provide Management Employees', through Delta Dental, orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.
- d. County agrees to pay 100% of the premium for optical insurance.
- e. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan.
- Eligible for employee only coverage = \$ 92.31 per pay period
  - Eligible for employee plus one coverage = \$ 184.62 per pay period
  - Eligible for family coverage = \$ 276.93 per pay period

**ARTICLE 10. FLEXIBLE BENEFIT PROGRAM**

County will pay the monthly administration fee for each Management Employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

**ARTICLE 11. SHORT-TERM DISABILITY PROGRAM**

County will provide all Management Employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium of one percent of Management Employees base salary to a maximum. Any denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative. The benefit will be as set forth in the Short Term Disability Program.

**ARTICLE 12. DEFERRED COMPENSATION**

County will provide deferred compensation programs for Management Employees.

**ARTICLE 13.**

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**ARTICLE 14.**

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**ARTICLE 15.**

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**ARTICLE 16. SICK LEAVE**

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any Management employee who retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement. Management employees can donate directly to an employee. Management employee can only donate 80 hours per calendar year.

**ARTICLE 17. VACATION LEAVE**

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangement, which approval will not be unreasonably denied.

- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

**ARTICLE 18. FLEXIBLE LEAVE**

The County shall grant 40 hours of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours' notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee's department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

|                                |                |
|--------------------------------|----------------|
| July 1 - October 31.....       | Five (5) days  |
| November 1 - February 28 ..... | Three (3) days |
| March 1 - June 30 .....        | One (1) day.   |

**ARTICLE 19. HOLIDAYS**

- a. Recognized Holidays. County holidays are as follows:

- January 1 (New Year's Day)
- Third Monday in January (Martin Luther King Day)
- Third Monday in February (Presidents Day)
- Last Monday in May (Memorial Day)
- July 4 (Independence Day)
- First Monday in September (Labor Day)
- November 11 (Veteran's Day)
- Thanksgiving Day
- Friday immediately following Thanksgiving Day
- December 24 or December 31
- December 25 (Christmas Day)

- b. Management employees who work on a County Holiday shall not receive any additional pay, overtime, or compensatory time.

## **ARTICLE 20. RETIREMENT PROVISIONS**

- a. County shall provide Management employee with the 2% 55 full formula PERS retirement for miscellaneous members.
- b. County shall pay the Management employees contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Management employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefit to miscellaneous employees shall consist of:
  1. Final compensation to be based on highest one year's salary;
  2. Include post-retirement survivor allowance;
  3. Allow 260 days of accrued sick leave to be added to service credit;
  4. Employer Paid Member Contribution (EPMC)
  5. All other provisions as amended in the County PERS contract.
- e. New PERS members hired after January 2013 will fall under PEPRA. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.
- f. Any change in retirement benefits negotiated by ICEA, Management Employees will be applied to management employees by future amendments to this resolution.

## **ARTICLE 21. PERSONNEL RULES/RESOLUTION**

The Personnel Rules and Regulations are hereby incorporated. In the event of a conflict between the Personnel Rules and Articles of this Resolution, this Resolution shall prevail.

## **ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM**

The County will provide an Employee Assistance Program.

## **ARTICLE 23. TRAVEL PAY**

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

## **ARTICLE 24.**

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## **ARTICLE 25. OUT OF CLASSIFICATION PAY**

Any employee assigned work in a higher classification will have his/her salary increased by a minimum of 5% or be increased to the higher classification for the time worked, which ever is greater, after five (5) working days, effective the first day worked.

## **ARTICLE 26. FLSA EXEMPT, AND REPRESENTED EMPLOYEES**

Attachment A lists those classifications, which are FLSA exempt.

## **ARTICLE 27.**

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## **ARTICLE 28. UNIFORMS**

The County shall provide all employees covered by this Resolution who are required to wear a uniform, the necessary uniforms and will provide for the laundering for such uniforms. Laundering services will be provided directly through the County. Employees who elect to launder the uniforms through other means will do so at their own expense. The above is provided in lieu of a uniform allowance. The County shall provide the employees a list of the required uniforms.

## **ARTICLE 29. SAFETY SHOES**

County shall reimburse each employee covered by this Resolution who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

## **ARTICLE 30. PERFORMANCE EVALUATIONS**

County will use the performance evaluation agreed to in the ICEA MOU.

## **ARTICLE 31. DRUG-FREE WORKPLACE/DOT DRUG TESTING POLICY**

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

The County of Inyo will enforce the Alcohol and Drug Policy pursuant to the Department of Transportation Regulations as amended in accordance with the law.

## **ARTICLE 32. MATERNITY LEAVE OF ABSENCE**

Maternity leave is governed by Personnel Rule 806.

## **ARTICLE 33. TUITION REIMBURSEMENT**

Employees will be eligible for the Tuition Reimbursement Program approved by the County.



**ARTICLE 34. SMOKING**

There shall be no smoking or chewing of tobacco in any County facility or County vehicle. Smoking on County property shall only be allowed in designated smoking areas.

**ARTICLE 35. MISTAKEN OVERPAYMENTS**

Should any Management employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment. However, not more than 10% of any such employees' net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, Management employees will have the option of 10%-25% deducted from any one paycheck.

**ARTICLE 36. LETTER OF REPRIMAND**

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**ARTICLE 37.**

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**ARTICLE 38.**

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**ARTICLE 39.**

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**ARTICLE 40. EMERGENCY WAIVER**

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the Chief Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the affected Management employee may meet with the County regarding the impact caused by the suspension of these provisions of this Resolution or any Personnel Rules and Policies.

**ARTICLE 41. SEPARABILITY**

If any portion of this Resolution or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal or state statute or regulation, or any county ordinance, the remaining provisions of this Resolution, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of the Resolution are severable.

**ARTICLE 42.**

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**ARTICLE 43.**

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**ARTICLE 44.**

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PASSED AND ADOPTED this 25 day of June, 2019 by the following vote of the Inyo County Board of Supervisors:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter  
Clerk of the Board

BY: \_\_\_\_\_  
Darcy Ellis, Assistant

**ATTACHMENT D  
MANAGEMENT EMPLOYEES  
EFFECTIVE JULY 11, 2019  
2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 039   | 2,271  | 2,381  | 2,504  | 2,629  | 2,758  |
| 040   | 2,320  | 2,434  | 2,557  | 2,688  | 2,823  |
| 041   | 2,379  | 2,491  | 2,618  | 2,749  | 2,885  |
| 042   | 2,429  | 2,545  | 2,678  | 2,816  | 2,952  |
| 043   | 2,485  | 2,606  | 2,740  | 2,874  | 3,022  |
| 044   | 2,544  | 2,670  | 2,807  | 2,948  | 3,097  |
| 045   | 2,599  | 2,733  | 2,867  | 3,017  | 3,167  |
| 046   | 2,655  | 2,800  | 2,929  | 3,084  | 3,242  |
| 047   | 2,725  | 2,862  | 3,007  | 3,151  | 3,316  |
| 048   | 2,795  | 2,922  | 3,071  | 3,232  | 3,386  |
| 049   | 2,852  | 2,994  | 3,144  | 3,302  | 3,467  |
| 050   | 2,917  | 3,067  | 3,218  | 3,375  | 3,548  |
| 051   | 2,987  | 3,139  | 3,291  | 3,456  | 3,623  |
| 052   | 3,057  | 3,205  | 3,371  | 3,535  | 3,714  |
| 053   | 3,131  | 3,287  | 3,446  | 3,613  | 3,807  |
| 054   | 3,198  | 3,366  | 3,525  | 3,700  | 3,890  |
| 055   | 3,277  | 3,434  | 3,609  | 3,792  | 3,985  |
| 056   | 3,358  | 3,518  | 3,692  | 3,878  | 4,074  |
| 057   | 3,430  | 3,605  | 3,783  | 3,971  | 4,168  |
| 058   | 3,513  | 3,687  | 3,868  | 4,065  | 4,274  |
| 059   | 3,597  | 3,774  | 3,966  | 4,163  | 4,371  |
| 060   | 3,684  | 3,864  | 4,058  | 4,265  | 4,475  |
| 061   | 3,768  | 3,955  | 4,156  | 4,368  | 4,576  |
| 062   | 3,859  | 4,054  | 4,258  | 4,462  | 4,692  |
| 063   | 3,944  | 4,144  | 4,357  | 4,572  | 4,799  |
| 064   | 4,043  | 4,242  | 4,450  | 4,685  | 4,913  |
| 065   | 4,133  | 4,346  | 4,564  | 4,793  | 5,028  |
| 066   | 4,231  | 4,446  | 4,675  | 4,904  | 5,151  |
| 067   | 4,338  | 4,555  | 4,783  | 5,026  | 5,266  |
| 068   | 4,444  | 4,668  | 4,899  | 5,138  | 5,400  |
| 069   | 4,550  | 4,777  | 5,016  | 5,263  | 5,523  |
| 070   | 4,660  | 4,896  | 5,137  | 5,398  | 5,668  |
| 071   | 4,768  | 5,007  | 5,259  | 5,519  | 5,797  |
| 072   | 4,883  | 5,132  | 5,382  | 5,647  | 5,931  |
| 073   | 4,998  | 5,251  | 5,516  | 5,790  | 6,079  |
| 074   | 5,121  | 5,376  | 5,643  | 5,928  | 6,225  |
| 075   | 5,244  | 5,509  | 5,775  | 6,068  | 6,374  |
| 076   | 5,369  | 5,636  | 5,924  | 6,219  | 6,528  |
| 077   | 5,496  | 5,768  | 6,062  | 6,366  | 6,681  |
| 078   | 5,628  | 5,904  | 6,204  | 6,514  | 6,839  |
| 079   | 5,760  | 6,051  | 6,351  | 6,668  | 7,005  |
| 080   | 5,900  | 6,199  | 6,512  | 6,834  | 7,176  |
| 081   | 6,040  | 6,350  | 6,664  | 7,000  | 7,345  |
| 082   | 6,198  | 6,500  | 6,829  | 7,171  | 7,526  |
| 083   | 6,350  | 6,664  | 7,000  | 7,339  | 7,715  |
| 084   | 6,507  | 6,829  | 7,171  | 7,526  | 7,908  |
| 085   | 6,666  | 7,000  | 7,339  | 7,715  | 8,104  |
| 086   | 6,830  | 7,171  | 7,526  | 7,908  | 8,302  |
| 087   | 7,001  | 7,339  | 7,715  | 8,104  | 8,503  |
| 088   | 7,175  | 7,526  | 7,908  | 8,302  | 8,718  |
| 089   | 7,355  | 7,715  | 8,104  | 8,503  | 8,933  |
| 090   | 7,535  | 7,908  | 8,302  | 8,718  | 9,161  |
| 091   | 7,721  | 8,104  | 8,503  | 8,933  | 9,382  |
| 092   | 7,913  | 8,302  | 8,718  | 9,161  | 9,620  |
| 093   | 8,112  | 8,503  | 8,933  | 9,382  | 9,853  |
| 094   | 8,305  | 8,718  | 9,161  | 9,620  | 10,100 |
| 095   | 8,510  | 8,933  | 9,382  | 9,853  | 10,356 |
| 096   | 8,725  | 9,161  | 9,620  | 10,100 | 10,610 |
| 097   | 8,939  | 9,382  | 9,853  | 10,356 | 10,869 |
| 098   | 9,165  | 9,620  | 10,100 | 10,610 | 11,142 |
| 099   | 9,386  | 9,853  | 10,356 | 10,869 | 11,416 |

**ATTACHMENT D  
MANAGEMENT EMPLOYEES  
EFFECTIVE JULY 9, 2020  
2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 039   | 2,316  | 2,429  | 2,554  | 2,682  | 2,813  |
| 040   | 2,366  | 2,483  | 2,608  | 2,742  | 2,879  |
| 041   | 2,427  | 2,541  | 2,670  | 2,804  | 2,943  |
| 042   | 2,478  | 2,596  | 2,732  | 2,872  | 3,011  |
| 043   | 2,535  | 2,658  | 2,795  | 2,931  | 3,082  |
| 044   | 2,595  | 2,723  | 2,863  | 3,007  | 3,159  |
| 045   | 2,651  | 2,788  | 2,924  | 3,077  | 3,230  |
| 046   | 2,708  | 2,856  | 2,988  | 3,146  | 3,307  |
| 047   | 2,780  | 2,919  | 3,067  | 3,214  | 3,382  |
| 048   | 2,851  | 2,980  | 3,132  | 3,297  | 3,454  |
| 049   | 2,909  | 3,054  | 3,207  | 3,368  | 3,536  |
| 050   | 2,975  | 3,128  | 3,282  | 3,442  | 3,619  |
| 051   | 3,047  | 3,202  | 3,357  | 3,525  | 3,695  |
| 052   | 3,118  | 3,269  | 3,438  | 3,606  | 3,788  |
| 053   | 3,194  | 3,353  | 3,515  | 3,685  | 3,883  |
| 054   | 3,262  | 3,433  | 3,596  | 3,774  | 3,968  |
| 055   | 3,343  | 3,503  | 3,681  | 3,868  | 4,065  |
| 056   | 3,425  | 3,588  | 3,766  | 3,956  | 4,155  |
| 057   | 3,499  | 3,677  | 3,859  | 4,050  | 4,251  |
| 058   | 3,583  | 3,761  | 3,945  | 4,146  | 4,359  |
| 059   | 3,669  | 3,849  | 4,045  | 4,246  | 4,458  |
| 060   | 3,758  | 3,941  | 4,139  | 4,350  | 4,564  |
| 061   | 3,843  | 4,034  | 4,239  | 4,455  | 4,668  |
| 062   | 3,936  | 4,135  | 4,343  | 4,551  | 4,786  |
| 063   | 4,023  | 4,227  | 4,444  | 4,663  | 4,895  |
| 064   | 4,124  | 4,327  | 4,539  | 4,779  | 5,011  |
| 065   | 4,216  | 4,433  | 4,655  | 4,889  | 5,129  |
| 066   | 4,316  | 4,535  | 4,768  | 5,002  | 5,254  |
| 067   | 4,425  | 4,646  | 4,879  | 5,127  | 5,371  |
| 068   | 4,533  | 4,761  | 4,997  | 5,241  | 5,508  |
| 069   | 4,641  | 4,873  | 5,116  | 5,368  | 5,633  |
| 070   | 4,753  | 4,994  | 5,240  | 5,506  | 5,781  |
| 071   | 4,863  | 5,107  | 5,364  | 5,629  | 5,913  |
| 072   | 4,981  | 5,235  | 5,490  | 5,760  | 6,050  |
| 073   | 5,098  | 5,356  | 5,626  | 5,906  | 6,201  |
| 074   | 5,223  | 5,484  | 5,756  | 6,047  | 6,350  |
| 075   | 5,349  | 5,619  | 5,890  | 6,189  | 6,501  |
| 076   | 5,476  | 5,749  | 6,042  | 6,343  | 6,659  |
| 077   | 5,606  | 5,883  | 6,183  | 6,493  | 6,815  |
| 078   | 5,741  | 6,022  | 6,328  | 6,644  | 6,976  |
| 079   | 5,875  | 6,172  | 6,478  | 6,801  | 7,145  |
| 080   | 6,018  | 6,323  | 6,642  | 6,971  | 7,320  |
| 081   | 6,161  | 6,477  | 6,797  | 7,140  | 7,492  |
| 082   | 6,322  | 6,630  | 6,966  | 7,314  | 7,677  |
| 083   | 6,477  | 6,797  | 7,140  | 7,486  | 7,869  |
| 084   | 6,637  | 6,966  | 7,314  | 7,677  | 8,066  |
| 085   | 6,799  | 7,140  | 7,486  | 7,869  | 8,266  |
| 086   | 6,967  | 7,314  | 7,677  | 8,066  | 8,468  |
| 087   | 7,141  | 7,486  | 7,869  | 8,266  | 8,673  |
| 088   | 7,318  | 7,677  | 8,066  | 8,468  | 8,892  |
| 089   | 7,502  | 7,869  | 8,266  | 8,673  | 9,112  |
| 090   | 7,686  | 8,066  | 8,468  | 8,892  | 9,344  |
| 091   | 7,875  | 8,266  | 8,673  | 9,112  | 9,570  |
| 092   | 8,071  | 8,468  | 8,892  | 9,344  | 9,812  |
| 093   | 8,274  | 8,673  | 9,112  | 9,570  | 10,050 |
| 094   | 8,471  | 8,892  | 9,344  | 9,812  | 10,302 |
| 095   | 8,680  | 9,112  | 9,570  | 10,050 | 10,563 |
| 096   | 8,900  | 9,344  | 9,812  | 10,302 | 10,822 |
| 097   | 9,118  | 9,570  | 10,050 | 10,563 | 11,086 |
| 098   | 9,348  | 9,812  | 10,302 | 10,822 | 11,365 |
| 099   | 9,574  | 10,050 | 10,563 | 11,086 | 11,644 |

**ATTACHMENT D**  
**ISDR - INFORMATION SERVICES DIRECTOR**  
**EFFECTIVE JULY 11, 2019**  
**2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| ISDR  | 11,559 | 12,137 | 12,744 | 13,380 | 14,050 |

**ISDR - INFORMATION SERVICES DIRECTOR**  
**EFFECTIVE JULY 9, 2020**  
**2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| ISDR  | 11,790 | 12,380 | 12,999 | 13,648 | 14,331 |

RESOLUTION NO 2019-

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, SETTING CERTAIN SALARY AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT FOR NON – REPRESENTED EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT**

WHEREAS, the Board of Supervisors, pursuant to Government Code section 25300, shall prescribe the compensation of all county officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

WHEREAS, there are non-represented employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for non-represented employees, excluding all Elected Officials, all Appointed Officials and all Management employees; and

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors that the following classifications are deemed to be non-represented employees, and shall be subject to the provisions below pertaining to salary and other terms and conditions of employment:

|   |    |
|---|----|
| ADMINISTRATIVE ANALYST                          | *C |
| ADMINISTRATIVE LEGAL SECRETARY (COUNTY COUNSEL) | *C |
| ASSOCIATE BUILDING OFFICIAL                     |    |
| CAO BOS ASSISTANT                               | *C |
| CAO BOS DEPUTY                                  | *C |
| EMERGENCY SERVICES MANAGER                      |    |
| ENGINEER SENIOR                                 |    |
| HHS ADMINISTRATIVE ASSISTANT                    |    |
| INFORMATION TECHNOLOGY DEPUTY                   |    |
| INT WST MGMT PRG SUPERINTENDENT/SR              |    |
| LIBRARY DIRECTOR                                |    |
| MANAGEMENT ANALYST                              |    |
| MUSEUM ADMINISTRATOR                            |    |
| NETWORK ANALYST SR                              |    |
| OFFICE TECHNICIAN (ADMINISTRATION)              | *C |
| PAYROLL ANALYST                                 | *C |
| PERSONNEL ANALYST                               | *C |
| PUBLIC INFORMATION OFFICER                      |    |
| PROGRAMMER ANALYST SR                           |    |
| PROGRAM CHIEF                                   |    |
| PSYCHIATRIST                                    |    |
| PURCHASING ASST                                 | *C |
| ROAD SUPERINTENDENT                             |    |
| SHERIFF ADMIN ASSISTANT                         |    |
| *C = Confidential positions                     |    |

## **ARTICLE 1. RECOGNITION**

The County of Inyo (hereinafter called the "County") has recognized employee bargaining units for the purpose of meeting its obligations under the Meyers-Milias-Brown Act, Government Code section 3500, *et seq.* This Resolution applies to employees not represented by any employee bargaining unit. This Resolution applies to those classifications listed above:

## **ARTICLE 2. EFFECT OF PRIOR MEMORANDA OF UNDERSTANDING AND RESOLUTIONS**

This Resolution supersedes all prior Resolutions with regard to the employees covered by this Resolution to the extent they are inconsistent herewith.

## **ARTICLE 3. NON-DISCRIMINATION**

**Section 1.** The County will recognize and will protect the rights of all employees hereby to join and/or participate in protected activities, or to refrain from joining or participating in protected activities, in accordance with Government Code sections 3500 to 3511.

**Section 2.** Non-represented employees shall not discriminate against any employee because of race, color, sex, age, national origin, ancestry, political or religion or religious creed, marital status, physical or mental disability, medical condition or sexual orientation.

**Section 3.** Whenever the masculine gender is used in this Resolution, it shall be understood to include the feminine gender.

## **ARTICLE 4. WORKDAY AND WORKWEEK**

The work week begins at 0001 hours each Thursday and ends at 2400 hours the following Wednesday (one minute after 12 midnight Thursday through 12 midnight on Wednesday.)

- a. Employees on either a seven or eight hour daily work schedule will work five consecutive days, with two consecutive days off.
- b. Employees on a four day, ten hour per day work schedule will work four consecutive days with three consecutive days off.
- c. Any 7 hour per day position which becomes vacant shall be filled on an 8 hour per day basis.
- d. All future promotions and transfer of incumbent County employees shall be at 8 hours per day.
- e. The County Administrator may in his/her discretion based upon recommendation from a department head change work hours and/or work shifts on a temporary basis in such department or work unit thereof.

## **ARTICLE 5. OVERTIME AND COMPENSATORY TIME – FULL TIME EMPLOYEES**

The County will comply with the Fair Labor Standards Act (FLSA) and shall compensate all full-time non-exempt employees at the pay rate of time and one-half for all overtime hours worked. Time and one-half compensation shall be paid after 35 hours for those non-exempt full time employees scheduled on a 35 hour work week. Time and one-half compensation will be paid after 40 hours for those non-exempt full time employees scheduled on a 40 hour work week. Non-exempt full time employees

covered by this Agreement shall be compensated for authorized overtime at the rate of one and one-half (1-1/2) times his or her equivalent hourly rate of pay, when approved in advance by the department head.

- a. All overtime must be scheduled with the employee in advance, except in the case of an emergency or when unforeseeable operational needs prohibit advance notice.
- b. Overtime may be converted to compensatory time off at the rate of time and one-half (1-1/2) for each hour worked. The compensatory time may be banked as provided in paragraph e. below. The conversion of overtime shall be at the option of the employee. Overtime shall be paid in accordance with current procedures unless an employee requests compensatory time.
- c. Attachment "A" to this Agreement is a list of those positions exempt from overtime and compensatory time under FLSA. Positions on this list may be added to or deleted from in accordance with the definitions of the FLSA. If issues of dispute arise, a letter ruling will be sought from the U.S. Department of Labor, which administers FLSA, to determine if the position meets the appropriate criteria for inclusion or exclusion from the list.
- d. "Hours worked" will be calculated as provided for by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* "Hours worked" does not include time for which persons are compensated, but do not actually work.
- e. County will allow non-exempt full time employees to carry 40 hours of compensatory time on the books. Compensatory time will be placed on the books at the rate of one and one-half (1 1/2) hours for each hour of approved overtime worked. When an employee leaves employment, any compensatory time remaining on the books will be paid at the employee's current hourly rate.

#### **ARTICLE 6. STANDBY AND CALL-OUT COMPENSATION**

- a. **Stand-by Compensation.** Employees requested by the department head to serve in an after-hours response capacity will receive \$ 50.00, for performing standby duties on each regularly scheduled day and \$ 75.00, for performing stand-by duties on regularly scheduled days off or holidays. Holidays are those recognized pursuant to Article 19 of this Agreement.
- b. **Call-Out Compensation.** Those employees who are eligible for overtime compensation and have ended their workday and have left their place of employment, but who have been requested to perform duties after normal working hours, will be compensated at the rate of time and one-half. If the time worked is less than two hours, the employee will receive two hours compensation minimum at the rate of time and one-half. If the time worked is more than two hours, the employee will receive time and one-half for the actual hours or portions thereof worked.

These call-out provisions will apply to no more than two call-out instances per 12-hour period. Any call-out instance after the first two in a 12-hour period will be paid at normal overtime rates.

- c. An employee will be deemed to be on telephone standby if the employee's department head informs the employee that the employee may be subject to being called out during a certain period. A department cannot avoid payment under this Article by informing an employee he or she may be needed, but not formally placing the employee on standby.



## **ARTICLE 7. SALARIES**

- a. Salaries: County will provide the following COLAS outlined in Attachment D:

2% COLA - (First full pay period in July 2019)

2% COLA – (First full pay period in July 2020)

Salaries for employees shall be as set forth in attachment D.

- b. Longevity Pay: The County will provide the following longevity increases after ten (10) years of consecutive service:

10 years - 2%

15 years - 2%

20 years - 2%

25 years - 2%

These increases will be based on employee start date. If the employee starts on the first through fifteenth of the month, the increase will begin the first of that month. If employee starts on the sixteenth through the thirty-first of the month, the increase will begin the first of the following month.

- c. Shift Differential. Employees working swing shifts (full shifts worked between 3:00 p.m. and 12:00 midnight) shall receive a shift differential of 2%. Those working graveyard shifts (full shifts worked between 12:00 a.m. and 8:00 a.m.) shall receive a shift differential of 4%.
- d. Semi-monthly Paydays. Bi-Weekly Pay period: Employees covered by this Agreement shall be paid bi-weekly (every other Friday).

## **ARTICLE 8. PART-TIME BENEFITS**

Part-time Benefits will be the same as agreed to by ICEA.

## **ARTICLE 9. INSURANCE BENEFITS**

- a. The County shall continue to contract with the Public Employees Retirement System (PERS) for medical benefits during the term of this Agreement.
- b. County agrees to pay 80% of the premium of PERS Choice or PERS Select Plans. Employee will be responsible for 20% of the premium. The maximum the County will contribute toward a different CalPERS plan other than listed above will be 80% of PERS Choice premium.
- c. County agrees to pay 100% of the premiums for optical insurance.
- d. The County will reimburse 50% of the annual medical deductible after the full deductible per person has been paid.
- e. County agrees to provide through Delta Dental for Dental insurance benefits orthodontia benefits for adults and children, 50% benefit schedule; \$1,200 lifetime maximum.

f. County will pay the following per pay period to each employee who has other medical coverage and has opted out of the County's medical plan.

- Eligible for employee only coverage = \$92.31 per pay period
- Eligible for employee plus one coverage = \$184.62 per pay period
- Eligible for family coverage = \$276.93 per pay period

#### **ARTICLE 10. FLEXIBLE BENEFIT PROGRAM**

County will pay the monthly administration fee for each employee who participates in flexible benefit program allowed by Section 125 of the Internal Revenue Code.

#### **ARTICLE 11. SHORT-TERM DISABILITY PROGRAM**

County will provide all eligible employees with a self-insured income protection plan for up to one year for non-job-related disabilities preventing a person from working. County agrees to pay the premium of one percent of employee's base salary to a maximum of \$ what the State of California rate is per year. . Any employee denied benefits under this provision may file a grievance pursuant to Article XIII of the County Personnel Rules and may have the matter heard only up to the level of the County Administrative Officers. The benefit will be as set forth in the Short term Disability Program.

#### **ARTICLE 12. DEFERRED COMPENSATION**

County will provide deferred compensation programs for employees.

#### **ARTICLE 13.**

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#### **ARTICLE 14.**

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#### **ARTICLE 15.**

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#### **ARTICLE 16. SICK LEAVE**

- a. Each employee shall accrue sick leave. There is no limit on the amount of sick leave that may be accrued.
- b. Any employee may donate up to a maximum of ten days per year of unused sick leave to the sick leave bank. Employee will have two fifteen-day windows of opportunity (January 16-31 and July 16-31) to contribute to the sick leave bank. Employee may donate up to a maximum of 10 days per year of unused sick leave directly to any employee without using the sick leave bank. No employee will be allowed to donate more than ten days total in a calendar year.
- c. Any employee who retires from the County may donate sick leave to the sick leave bank, without complying with the window requirement.

**ARTICLE 17. VACATION LEAVE**

The maximum amount of vacation days which may be accrued shall be 35. There shall be no accrual in excess of 35 days.

- a. In the event an employee is denied a request for vacation, which denial causes the employee to cease accruing vacation benefits due to the 35-day cap provided herein, the employee may continue to accrue vacation benefits so long as (1) the employee and his/her supervisor agree that the employee will take necessary vacation time at a date in the future to bring the employee below the 35-day cap; (2) the alternative vacation must be scheduled and taken by the employee within six months; and (3) the County Administrator approves the arrangement, which approval will not be unreasonably denied.
- b. The County Administrative Officer may approve requests for vacation in excess of 20 consecutive work days based on extenuating circumstances.

**ARTICLE 18. FLEXIBLE LEAVE**

The County shall grant employees 35 hours or 40 hours (depending on employee’s hourly status) of Flexible Leave hours each fiscal year.

Flexible leave will be granted each July 1 and must be exhausted by the following June 30. Flexible leave will not accrue from one fiscal year to the next, with the following exception. If an employee believes there are extenuating circumstances that made it impossible for him/her to utilize flexible leave within the fiscal year, the employee must make a written request to the County Administrative Officer stating the reasons flexible leave should be carried over to the next fiscal year. If the County Administrative Officer approves the request, flexible leave shall be carried over.

Flexible leave will not be paid should an employee terminate, for any reason, from County services.

An employee requesting flexible leave shall give a minimum of 48 hours’ notice to his/her supervisor. A request to take flexible leave may be denied due to the operational needs of the employee’s department.

New employees, upon appointment, shall be granted a prorated number of flexible leave days as follows:

- July 1- October 31..... Five (5) days
- November 1 - February 28 ..... Three (3) days
- March 1 - June 30..... One (1) day.

**ARTICLE 19. HOLIDAYS**

- a. Recognized Holidays. County holidays are as follows:  
 January 1 (New Year's Day)  
 Third Monday in January (Martin Luther King Day)  
 Third Monday in February (President’s Birthday)  
 Last Monday in May (Memorial Day)  
 July 4 (Independence Day)  
 First Monday in September (Labor Day)  
 November 11 (Veteran's Day)  
 Thanksgiving Day  
 Friday immediately following Thanksgiving Day  
 December 24 or December 31  
 December 25 (Christmas Day)

- b. Additional Provisions. Any employee who works in a facility which operates seven (7) days a week and who works on a County recognized holiday, shall be paid at double time and one-half their regular rate, *i.e.* pay for 20 hours on an 8-hour work day. If a holiday falls on the employee's day off, payment will be made at straight time with no additional day off.

## **ARTICLE 20. RETIREMENT PROVISIONS**

### **PERS Employees hired prior to January 1, 2013 (Classic)**

- a. County agrees to provide 2% at 55 full formula PERS retirement for miscellaneous members.
- b. County agrees to pay the member's contribution for PERS retirement, at the rate of 7% of gross pay, less Social Security (FICA) adjustment.
- c. Full-time employees shall pay their own contribution for both Social Security and Medicare through payroll deductions.
- d. PERS benefit to miscellaneous employees shall consist of:
  - 1. Final compensation to be based on highest one year's salary;
  - 2. Include post-retirement survivor allowance;
  - 3. Allow 260 days of accrued sick leave to be added to service credit;
  - 4. Employer Paid Member Contribution (EPMC)
  - 5. All other provisions as amended in the County PERS contract.
- e. New PERS members hired after January 2013 will fall under PEPR. Employees will receive 2% @ 62 PERS Formula and will be required to pay at least 50% of normal cost.
- f. Any change to retirement benefits negotiated by the ICEA, will be applied to unrepresented employees by future amendments to this resolution.

## **ARTICLE 21. PERSONNEL RULES**

The Personnel Rules are hereby incorporated by reference.

## **ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM**

The County will provide an Employee Assistance Program.

## **ARTICLE 23. TRAVEL PAY**

County will use the Internal Revenue Service (IRS) policy regarding reimbursement of travel pay. If the IRS rates increase, the County reimbursement rates will increase in the same amount as the IRS rates. Should the IRS rates decrease or undergo fundamental changes, renegotiations between the County and the Association on travel pay will occur.

**ARTICLE 24.**

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**ARTICLE 25. OUT OF CLASSIFICATION PAY**

Any employee assigned work in a higher classification will have his/her salary increased by a minimum of 5% or be increased to the higher classification for the time worked, which ever is greater, after five (5) working days, effective the first day worked.

**ARTICLE 26. FLSA EXEMPT, AND REPRESENTED EMPLOYEES**

Attachment A lists those classifications, which are FLSA exempt.

**ARTICLE 27.**

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**ARTICLE 28. UNIFORMS**

The County shall provide all employees covered by this Resolution who are required to wear a uniform, the necessary uniforms and will provide for the laundering for such uniforms. Laundering services will be provided directly through the County. Employees who elect to launder the uniforms through other means will do so at their own expense. The above is provided in lieu of a uniform allowance. The County shall provide the employees a list of the required uniforms.

**ARTICLE 29. SAFETY SHOES**

County shall reimburse each employee covered by this Resolution who is required to wear safety shoes, for purchase, repair or rebuild of required safety shoes, upon presentation of an invoice evidencing payment, up to a maximum of \$150.00 per employee per fiscal year. County shall replace an employee's safety shoes, which are destroyed, excluding normal wear and tear, during the course and scope of employment.

**ARTICLE 30. PERFORMANCE EVALUATIONS**

County will use the performance evaluation agreed to in the ICEA MOU.

**ARTICLE 31. DRUG-FREE WORKPLACE/DOT DRUG TESTING POLICY**

The County will enforce the Alcohol and Drug Abuse policy as amended September, 1991.

The County of Inyo will enforce the Alcohol and Drug Policy pursuant to the Department of Transportation Regulations as amended in accordance with law.

**ARTICLE 32. MATERNITY LEAVE OF ABSENCE**

Maternity leave is governed by Personnel Rule 806.

**ARTICLE 33. TUITION REIMBURSEMENT**

Employees will be eligible for the Tuition Reimbursement Program approved by the County.

**ARTICLE 34. SMOKING**

There shall be no smoking or chewing of tobacco in any County facility or County vehicle. Employees smoking on County property shall only be allowed in designated smoking areas, which areas will be agreed to by the County.

**ARTICLE 35. MISTAKEN OVERPAYMENTS**

Should any employee be overpaid due to any mistake or inadvertence, the County may recover the amount of overpayment by subsequent unilateral deductions from the pay of the employee in question up to the amount of overpayment. However, not more than 10% of any such employee's net pay shall be deducted from any one paycheck for this purpose. Notwithstanding this, employee will have the option of 10%-25% being deducted from any one paycheck.

**ARTICLE 36. LETTER OF REPRIMAND**

Any employee who receives a letter of reprimand shall be entitled to submit a written response thereto, which shall be placed in such employee's personnel file, along with the written reprimand. While the employee may discuss a reprimand with the Director of Personnel Services, who shall have the authority to remove the letter, there shall be no right to grieve or appeal any reprimand, warning, or counseling nor shall there be any formal hearings or review procedures concerning any reprimand, warning, or counseling.

**ARTICLE 37.**

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**ARTICLE 38.**

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**ARTICLE 39.**

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**ARTICLE 40. EMERGENCY WAIVER**

In the event of circumstances beyond the control of the County, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, if the County Administrative Officer or his designee so declares, any provisions of this Resolution, which restricts the County's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, the employee shall have the right to meet with the County regarding the impact on employees of the suspension of these provisions of this Resolution and any Personnel rules and policies.

**ARTICLE 41.**

This Resolution shall be in full force and effect from now until amended or rescinded.

**ARTICLE 42.**

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**ARTICLE 43**

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**ARTICLE 44.**

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PASSED AND ADOPTED this 25 day of June 2019 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter  
Clerk of the Board

BY: \_\_\_\_\_  
Darcy Ellis, Assistant

**ATTACHMENT A**  
**NON REPRESENTED EMPLOYEES**  
**EFFECTIVE JULY 11, 2019**  
**2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 039   | 2,271  | 2,381  | 2,504  | 2,629  | 2,758  |
| 040   | 2,320  | 2,434  | 2,557  | 2,688  | 2,823  |
| 041   | 2,379  | 2,491  | 2,618  | 2,749  | 2,885  |
| 042   | 2,429  | 2,545  | 2,678  | 2,816  | 2,952  |
| 043   | 2,485  | 2,606  | 2,740  | 2,874  | 3,022  |
| 044   | 2,544  | 2,670  | 2,807  | 2,948  | 3,097  |
| 045   | 2,599  | 2,733  | 2,867  | 3,017  | 3,167  |
| 046   | 2,655  | 2,800  | 2,929  | 3,084  | 3,242  |
| 047   | 2,725  | 2,862  | 3,007  | 3,151  | 3,316  |
| 048   | 2,795  | 2,922  | 3,071  | 3,232  | 3,386  |
| 049   | 2,852  | 2,994  | 3,144  | 3,302  | 3,467  |
| 050   | 2,917  | 3,067  | 3,218  | 3,375  | 3,548  |
| 051   | 2,987  | 3,139  | 3,291  | 3,456  | 3,623  |
| 052   | 3,057  | 3,205  | 3,371  | 3,535  | 3,714  |
| 053   | 3,131  | 3,287  | 3,446  | 3,613  | 3,807  |
| 054   | 3,198  | 3,366  | 3,525  | 3,700  | 3,890  |
| 055   | 3,277  | 3,434  | 3,609  | 3,792  | 3,985  |
| 056   | 3,358  | 3,518  | 3,692  | 3,878  | 4,074  |
| 057   | 3,430  | 3,605  | 3,783  | 3,971  | 4,168  |
| 058   | 3,513  | 3,687  | 3,868  | 4,065  | 4,274  |
| 059   | 3,597  | 3,774  | 3,966  | 4,163  | 4,371  |
| 060   | 3,684  | 3,864  | 4,058  | 4,265  | 4,475  |
| 061   | 3,768  | 3,955  | 4,156  | 4,368  | 4,576  |
| 062   | 3,859  | 4,054  | 4,258  | 4,462  | 4,692  |
| 063   | 3,944  | 4,144  | 4,357  | 4,572  | 4,799  |
| 064   | 4,043  | 4,242  | 4,450  | 4,685  | 4,913  |
| 065   | 4,133  | 4,346  | 4,564  | 4,793  | 5,028  |
| 066   | 4,231  | 4,446  | 4,675  | 4,904  | 5,151  |
| 067   | 4,338  | 4,555  | 4,783  | 5,026  | 5,266  |
| 068   | 4,444  | 4,668  | 4,899  | 5,138  | 5,400  |
| 069   | 4,550  | 4,777  | 5,016  | 5,263  | 5,523  |
| 070   | 4,660  | 4,896  | 5,137  | 5,398  | 5,668  |
| 071   | 4,768  | 5,007  | 5,259  | 5,519  | 5,797  |
| 072   | 4,883  | 5,132  | 5,382  | 5,647  | 5,931  |
| 073   | 4,998  | 5,251  | 5,516  | 5,790  | 6,079  |
| 074   | 5,121  | 5,376  | 5,643  | 5,928  | 6,225  |
| 075   | 5,244  | 5,509  | 5,775  | 6,068  | 6,374  |
| 076   | 5,369  | 5,636  | 5,924  | 6,219  | 6,528  |
| 077   | 5,496  | 5,768  | 6,062  | 6,366  | 6,681  |
| 078   | 5,628  | 5,904  | 6,204  | 6,514  | 6,839  |
| 079   | 5,760  | 6,051  | 6,351  | 6,668  | 7,005  |
| 080   | 5,900  | 6,199  | 6,512  | 6,834  | 7,176  |
| 081   | 6,040  | 6,350  | 6,664  | 7,000  | 7,345  |
| 082   | 6,198  | 6,500  | 6,829  | 7,171  | 7,526  |
| 083   | 6,350  | 6,664  | 7,000  | 7,339  | 7,715  |
| 084   | 6,507  | 6,829  | 7,171  | 7,526  | 7,908  |
| 085   | 6,666  | 7,000  | 7,339  | 7,715  | 8,104  |
| 086   | 6,830  | 7,171  | 7,526  | 7,908  | 8,302  |
| 087   | 7,001  | 7,339  | 7,715  | 8,104  | 8,503  |
| 088   | 7,175  | 7,526  | 7,908  | 8,302  | 8,718  |
| 089   | 7,355  | 7,715  | 8,104  | 8,503  | 8,933  |
| 090   | 7,535  | 7,908  | 8,302  | 8,718  | 9,161  |
| 091   | 7,721  | 8,104  | 8,503  | 8,933  | 9,382  |
| 092   | 7,913  | 8,302  | 8,718  | 9,161  | 9,620  |
| 093   | 8,112  | 8,503  | 8,933  | 9,382  | 9,853  |
| 094   | 8,305  | 8,718  | 9,161  | 9,620  | 10,100 |
| 095   | 8,510  | 8,933  | 9,382  | 9,853  | 10,356 |
| 096   | 8,725  | 9,161  | 9,620  | 10,100 | 10,610 |
| 097   | 8,939  | 9,382  | 9,853  | 10,356 | 10,869 |
| 098   | 9,165  | 9,620  | 10,100 | 10,610 | 11,142 |
| 099   | 9,386  | 9,853  | 10,356 | 10,869 | 11,416 |



**ATTACHMENT A  
NON REPRESENTED EMPLOYEES  
EFFECTIVE JULY 9, 2020  
2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 039   | 2,316  | 2,429  | 2,554  | 2,682  | 2,813  |
| 040   | 2,366  | 2,483  | 2,608  | 2,742  | 2,879  |
| 041   | 2,427  | 2,541  | 2,670  | 2,804  | 2,943  |
| 042   | 2,478  | 2,596  | 2,732  | 2,872  | 3,011  |
| 043   | 2,535  | 2,658  | 2,795  | 2,931  | 3,082  |
| 044   | 2,595  | 2,723  | 2,863  | 3,007  | 3,159  |
| 045   | 2,651  | 2,788  | 2,924  | 3,077  | 3,230  |
| 046   | 2,708  | 2,856  | 2,988  | 3,146  | 3,307  |
| 047   | 2,780  | 2,919  | 3,067  | 3,214  | 3,382  |
| 048   | 2,851  | 2,980  | 3,132  | 3,297  | 3,454  |
| 049   | 2,909  | 3,054  | 3,207  | 3,368  | 3,536  |
| 050   | 2,975  | 3,128  | 3,282  | 3,442  | 3,619  |
| 051   | 3,047  | 3,202  | 3,357  | 3,525  | 3,695  |
| 052   | 3,118  | 3,269  | 3,438  | 3,606  | 3,788  |
| 053   | 3,194  | 3,353  | 3,515  | 3,685  | 3,883  |
| 054   | 3,262  | 3,433  | 3,596  | 3,774  | 3,968  |
| 055   | 3,343  | 3,503  | 3,681  | 3,868  | 4,065  |
| 056   | 3,425  | 3,588  | 3,766  | 3,956  | 4,155  |
| 057   | 3,499  | 3,677  | 3,859  | 4,050  | 4,251  |
| 058   | 3,583  | 3,761  | 3,945  | 4,146  | 4,359  |
| 059   | 3,669  | 3,849  | 4,045  | 4,246  | 4,458  |
| 060   | 3,758  | 3,941  | 4,139  | 4,350  | 4,564  |
| 061   | 3,843  | 4,034  | 4,239  | 4,455  | 4,668  |
| 062   | 3,936  | 4,135  | 4,343  | 4,551  | 4,786  |
| 063   | 4,023  | 4,227  | 4,444  | 4,663  | 4,895  |
| 064   | 4,124  | 4,327  | 4,539  | 4,779  | 5,011  |
| 065   | 4,216  | 4,433  | 4,655  | 4,889  | 5,129  |
| 066   | 4,316  | 4,535  | 4,768  | 5,002  | 5,254  |
| 067   | 4,425  | 4,646  | 4,879  | 5,127  | 5,371  |
| 068   | 4,533  | 4,761  | 4,997  | 5,241  | 5,508  |
| 069   | 4,641  | 4,873  | 5,116  | 5,368  | 5,633  |
| 070   | 4,753  | 4,994  | 5,240  | 5,506  | 5,781  |
| 071   | 4,863  | 5,107  | 5,364  | 5,629  | 5,913  |
| 072   | 4,981  | 5,235  | 5,490  | 5,760  | 6,050  |
| 073   | 5,098  | 5,356  | 5,626  | 5,906  | 6,201  |
| 074   | 5,223  | 5,484  | 5,756  | 6,047  | 6,350  |
| 075   | 5,349  | 5,619  | 5,890  | 6,189  | 6,501  |
| 076   | 5,476  | 5,749  | 6,042  | 6,343  | 6,659  |
| 077   | 5,606  | 5,883  | 6,183  | 6,493  | 6,815  |
| 078   | 5,741  | 6,022  | 6,328  | 6,644  | 6,976  |
| 079   | 5,875  | 6,172  | 6,478  | 6,801  | 7,145  |
| 080   | 6,018  | 6,323  | 6,642  | 6,971  | 7,320  |
| 081   | 6,161  | 6,477  | 6,797  | 7,140  | 7,492  |
| 082   | 6,322  | 6,630  | 6,966  | 7,314  | 7,677  |
| 083   | 6,477  | 6,797  | 7,140  | 7,486  | 7,869  |
| 084   | 6,637  | 6,966  | 7,314  | 7,677  | 8,066  |
| 085   | 6,799  | 7,140  | 7,486  | 7,869  | 8,266  |
| 086   | 6,967  | 7,314  | 7,677  | 8,066  | 8,468  |
| 087   | 7,141  | 7,486  | 7,869  | 8,266  | 8,673  |
| 088   | 7,318  | 7,677  | 8,066  | 8,468  | 8,892  |
| 089   | 7,502  | 7,869  | 8,266  | 8,673  | 9,112  |
| 090   | 7,686  | 8,066  | 8,468  | 8,892  | 9,344  |
| 091   | 7,875  | 8,266  | 8,673  | 9,112  | 9,570  |
| 092   | 8,071  | 8,468  | 8,892  | 9,344  | 9,812  |
| 093   | 8,274  | 8,673  | 9,112  | 9,570  | 10,050 |
| 094   | 8,471  | 8,892  | 9,344  | 9,812  | 10,302 |
| 095   | 8,680  | 9,112  | 9,570  | 10,050 | 10,563 |
| 096   | 8,900  | 9,344  | 9,812  | 10,302 | 10,822 |
| 097   | 9,118  | 9,570  | 10,050 | 10,563 | 11,086 |
| 098   | 9,348  | 9,812  | 10,302 | 10,822 | 11,365 |
| 099   | 9,574  | 10,050 | 10,563 | 11,086 | 11,644 |

**ATTACHMENT A**  
**NON REPRESENTED - 7 HOUR EMPLOYEE**  
**EFFECTIVE JULY 11, 2019**  
**2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 0707  | 4,660  | 4,896  | 5,137  | 5,398  | 5,668  |

**NON REPRESENTED - 7 HOUR EMPLOYEE**  
**EFFECTIVE JULY 9, 2020**  
**2% COLA**

| Range | Step A | Step B | Step C | Step D | Step E |
|-------|--------|--------|--------|--------|--------|
| 0707  | 4,753  | 4,994  | 5,240  | 5,506  | 5,781  |

RESOLUTION NO. 2019-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING RESOLUTION 2006-06 CHANGING SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN THE SEVERAL OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

**WHEREAS**, the Board of Supervisors, pursuant to Government Code Section 25300, shall prescribe the compensation of all County Officers and shall provide for the number, compensation, tenure, appointment and conditions of employment of all County employees; and

**WHEREAS**, Appointed Officers are employees of the County of Inyo; and

**WHEREAS**, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

**NOW THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby amends Article 7A of Resolution 2006-06 to read as follows:

**ARTICLE 7. SALARIES**

A. Salaries

Appointed Officials shall be paid a monthly salary as set forth in the schedule below:

| <b>Appointed Officers</b>          | <b>March 12, 2019 through July 10, 2019</b> | <b>July 11, 2019 through July 8, 2020</b> | <b>July 9, 2020 and on</b> |
|------------------------------------|---|---|----------------------------|
| Ag Comm/Weights and Measures       | \$12,070.00                                 | \$12,311.00                               | \$12,557.00                |
| County Administrator               | \$15,000.00                                 | \$15,300.00                               | \$15,606.00                |
| County Counsel                     | \$15,435.00                                 | \$15,744.00                               | \$16,059.00                |
| Child Support Director             | \$10,045.00                                 | \$10,246.00                               | \$10,451.00                |
| Environmental Health Director      | \$ 8,757.00                                 | \$ 8,932.00                               | \$ 9,111.00                |
| Water Director                     | \$ 9,431.00                                 | \$ 9,620.00                               | \$ 9,812.00                |
| Health and Human Services Director | \$10,710.00                                 | \$10,924.00                               | \$11,142.00                |
| Planning Director                  | \$ 8,757.00                                 | \$ 8,932.00                               | \$ 9,111.00                |
| Chief Probation Officer            | \$10,385.00                                 | \$10,593.00                               | \$10,805.00                |
| Public Works Director              | \$10,851.00                                 | \$11,068.00                               | \$11,289.00                |

**PASSED AND ADOPTED** this 25th of June, 2019 following vote of the Inyo County Board of Supervisors:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

\_\_\_\_\_  
 Rick Pucci  
 Chairperson, Inyo County Board of Supervisors

Attest: Clint Quilter  
Clerk of the Board

BY: \_\_\_\_\_  
Darcy Ellis, Assistant

**APPOINTED DEPARTMENT HEADS  
EFFECTIVE JULY 11, 2019  
2% COLA**

| <b>Range Description</b>   | <b>Step</b> | <b>Step Description</b> | <b>Index</b>   | <b>Amount</b> |
|----------------------------|-------------|-------------------------|----------------|---------------|
| APPOINTED DEPARTMENT HEADS | XAGC        | AGRICULTURAL COMMISS    | APPT/APPT/XAGC | 12,311        |
| APPOINTED DEPARTMENT HEADS | XCAO        | COUNTY ADMINISTRATOR    | APPT/APPT/XCAO | 15,300        |
| APPOINTED DEPARTMENT HEADS | XCNS        | COUNTY COUNSEL          | APPT/APPT/XCNS | 15,744        |
| APPOINTED DEPARTMENT HEADS | XCSS        | CHILD SUPPORT DIRECT    | APPT/APPT/XCSS | 10,246        |
| APPOINTED DEPARTMENT HEADS | XEVH        | ENVIRON HEALTH DIR      | APPT/APPT/XEVH | 8,932         |
| APPOINTED DEPARTMENT HEADS | XH2O        | WATER DIRECTOR          | APPT/APPT/XH2O | 9,620         |
| APPOINTED DEPARTMENT HEADS | XHHS        | HEALTH&HUMAN SVC DIR    | APPT/APPT/XHHS | 10,924        |
| APPOINTED DEPARTMENT HEADS | XPLN        | PLANNING DIRECTOR       | APPT/APPT/XPLN | 8,932         |
| APPOINTED DEPARTMENT HEADS | XPRB        | CHIEF PROBATION OFCR    | APPT/APPT/XPRB | 10,593        |
| APPOINTED DEPARTMENT HEADS | XPWD        | PUBLIC WORKS DIRECTO    | APPT/APPT/XPWD | 11,068        |

**APPOINTED DEPARTMENT HEADS  
EFFECTIVE JULY 9, 2020  
2% COLA**

| <b>Range Description</b>   | <b>Step</b> | <b>Step Description</b> | <b>Index</b>   | <b>Amount</b> |
|----------------------------|-------------|-------------------------|----------------|---------------|
| APPOINTED DEPARTMENT HEADS | XAGC        | AGRICULTURAL COMMISS    | APPT/APPT/XAGC | 12,557        |
| APPOINTED DEPARTMENT HEADS | XCAO        | COUNTY ADMINISTRATOR    | APPT/APPT/XCAO | 15,606        |
| APPOINTED DEPARTMENT HEADS | XCNS        | COUNTY COUNSEL          | APPT/APPT/XCNS | 16,059        |
| APPOINTED DEPARTMENT HEADS | XCSS        | CHILD SUPPORT DIRECT    | APPT/APPT/XCSS | 10,451        |
| APPOINTED DEPARTMENT HEADS | XEVH        | ENVIRON HEALTH DIR      | APPT/APPT/XEVH | 9,111         |
| APPOINTED DEPARTMENT HEADS | XH2O        | WATER DIRECTOR          | APPT/APPT/XH2O | 9,812         |
| APPOINTED DEPARTMENT HEADS | XHHS        | HEALTH&HUMAN SVC DIR    | APPT/APPT/XHHS | 11,142        |
| APPOINTED DEPARTMENT HEADS | XPLN        | PLANNING DIRECTOR       | APPT/APPT/XPLN | 9,111         |
| APPOINTED DEPARTMENT HEADS | XPRB        | CHIEF PROBATION OFCR    | APPT/APPT/XPRB | 10,805        |
| APPOINTED DEPARTMENT HEADS | XPWD        | PUBLIC WORKS DIRECTO    | APPT/APPT/XPWD | 11,289        |

## INYO COUNTY CODE

### 2.88.040 Compensation for elected officials, excluding members of the board of supervisors.

Elected officials, except for members of the board of supervisors, shall be compensated for their services as follows:

A. Salary. Salaries for each elected official listed below shall be paid in accordance with the procedures used to pay all other county officers and employees, as follows:

| Title                   | July 13, 2018 through January 9, 2019 | January 10, 2019 and on |
|-------------------------|---------------------------------------|-------------------------|
| Assessor                | \$9,295.00                            | \$9,295.00              |
| Auditor/Controller      | \$9,295.00                            | \$9,295.00              |
| Clerk/Recorder          | \$8,451.00                            | \$8,451.00              |
| Coroner                 | \$2,123.00                            | \$2,123.00              |
| District Attorney       | \$12,269.00                           | \$12,269.00             |
| Public Administrator    | \$5,706.00                            | \$6,450.00              |
| Sheriff                 | \$12,451.00                           | \$12,451.00             |
| Tax Collector/Treasurer | \$8,451.00                            | \$8,556.00              |

B. Salary Increases. Except for the sheriff, commencing March 1, 2007 and continuing thereafter, the salary for each elected officials listed in subsection A of this section, shall be increased at the same time and in the same percentage amount as provided to appointed county officials as a group. The sheriff will receive salary increases at the same rate and percentage as provided to the law enforcement administrators.

C. Insurance Benefits. Except for the coroner, elected officials shall receive the same medical, dental, vision and life insurance as provided to appointed county officials as a group.

D. Social Security. Elected officials will pay their own contribution for both Social Security and Medicare through payroll deductions.

E. Retirement. Except for the sheriff and coroner, elected officials shall be enrolled as non-safety members in the public employees retirement system; and the county shall make the same contributions for them, and the same retirement benefits available to them, as made for appointed county officials as a group. The sheriff shall be enrolled as a safety member in the public employees retirement system; and the county shall make the same contributions for the sheriff, and the same retirement benefits available to him or her, as it makes for other county safety members.

F. Travel Reimbursement. Elected officials shall be reimbursed for county-related travel expenses in accordance with the provisions of the county travel policy.

G. Other Benefits. Except for the coroner, elected officials shall receive longevity pay and be eligible to participate in the flexible benefit plan and deferred compensation plan, as provided to appointed county officials as a group.

H. Premium Pay. Elected officials shall receive premium pay as provided in the Inyo County premium pay resolution. (Ord. 1237 § 3, 2018; Ord. 1191 § 3, 2014; Ord. 1188 § 3, 2014; Ord. 1179 § 3, 2013; Ord. 1170 § 3, 2012; Ord. 1152 § 3, 2010; Ord. 1137 § 3, 2008; Ord. 1131 § 3, 2007; Ord. 1129 § 3, 2007; Ord. 1125 § 3, 2007; Ord. 1123 § 3, 2006; Ord. 1116 § 3, 2006; Ord. 1109 § 3, 2006; Ord. 1107 § 3, 2006; Ord. 1090 § 3, 2004; Ord. 1071 § 3, 2003; Ord. 1069 § 3, 2003; Ord. 1059 § 3, 2002; Ord. 1022 § 3, 1999; Ord. 1019 § 3, 1999; Ord. 999 § 4, 1998.)

**ELECTED OFFICIALS  
EFFECTIVE JULY 11, 2019  
2% COLA**

| Range Description | Step | Step Description    | Index          | Amount |
|-------------------|------|---------------------|----------------|--------|
| ELECTED OFFICIALS | XASR | ASSESSOR            | ELEC/ELEC/XASR | 9,481  |
| ELECTED OFFICIALS | XAUD | AUDITOR CONTROLLER  | ELEC/ELEC/XAUD | 9,481  |
| ELECTED OFFICIALS | XCLK | CLERK RECORDER      | ELEC/ELEC/XCLK | 8,620  |
| ELECTED OFFICIALS | XDAT | DISTRICT ATTORNEY   | ELEC/ELEC/XDAT | 12,514 |
| ELECTED OFFICIALS | XPUB | PUBLIC ADM GUARDIAN | ELEC/ELEC/XPUB | 6,579  |
| ELECTED OFFICIALS | XSUP | SUPERVISOR          | ELEC/ELEC/XSUP | 4,672  |
| ELECTED OFFICIALS | XTTC | TREAS TAX COLLECTOR | ELEC/ELEC/XTTC | 8,727  |

**ELECTED OFFICIALS  
EFFECTIVE JULY 9, 2020  
2% COLA**

| Range Description | Step | Step Description    | Index          | Amount |
|-------------------|------|---------------------|----------------|--------|
| ELECTED OFFICIALS | XASR | ASSESSOR            | ELEC/ELEC/XASR | 9,671  |
| ELECTED OFFICIALS | XAUD | AUDITOR CONTROLLER  | ELEC/ELEC/XAUD | 9,671  |
| ELECTED OFFICIALS | XCLK | CLERK RECORDER      | ELEC/ELEC/XCLK | 8,792  |
| ELECTED OFFICIALS | XDAT | DISTRICT ATTORNEY   | ELEC/ELEC/XDAT | 12,764 |
| ELECTED OFFICIALS | XPUB | PUBLIC ADM GUARDIAN | ELEC/ELEC/XPUB | 6,711  |
| ELECTED OFFICIALS | XSUP | SUPERVISOR          | ELEC/ELEC/XSUP | 4,765  |
| ELECTED OFFICIALS | XTTC | TREAS TAX COLLECTOR | ELEC/ELEC/XTTC | 8,902  |



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**

15

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Recycling Waste Management

**FOR THE BOARD MEETING OF:** June 25, 2019

**SUBJECT:** Agreement between the County of Inyo and Preferred Septic and Disposal, Inc. for waste hauling services at Olancha, Keeler and Darwin Transfer Stations.

**DEPARTMENTAL RECOMMENDATION:** Request that your Board; 1) Approve the agreement between the County of Inyo and Preferred Septic and Disposal, Inc. for waste hauling services in the communities of Olancha, Keeler and Darwin, with a contract term of July 1, 2019 through June 30, 2022, in the total amount not to exceed \$185,073.00, subject to adoption of future County budgets; and, 2) Authorize the Chairperson to sign the agreement contingent upon obtaining appropriate signature.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:** Bids were solicited from local waste haulers. Preferred Septic and Disposal was the low bidder. Additionally, Preferred will provide a 5% discount if payments are made within 30 days and will monitor waste amounts to possibly reduce the number of bins and/or pick-ups during the low season resulting in a savings to the County. Preferred Septic and Disposal, Inc. holds the required permit to operate in Inyo County.

Bids are summarized below:

Preferred Septic & Disposal: \$5,140.62 Monthly  
Bishop Waste: \$12,885.60 Monthly

**ALTERNATIVES:** Your Board could choose to not implement this agreement and not place bins in the community of Olancha, Keeler and Darwin and require the residents to transport their own waste to the Lone Pine landfill.

**OTHER AGENCY INVOLVEMENT:** County Counsel, Auditor, Risk Management

**FINANCING:** These services will be paid out of the Solid Waste Budget 045700, Object Code 5265 Professional Services contingent upon adoption of future County budgets.

**APPROVALS**

|  |   |
|--|---|
| COUNTY COUNSEL:  | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)<br><br>Approved: _____ Date <u>06/11/2019</u> |
| <br>AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)<br><br>Approved: <u>yes</u> Date <u>6/12/2019</u>                          |
| PERSONNEL DIRECTOR:  | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br><br>Approved: _____ Date _____                                       |

**DEPARTMENT HEAD SIGNATURE:** Ludie L. Chapman Date: 6/13/19  
(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PREFERRED SEPTIC AND DISPOSAL, INC  
FOR THE PROVISION OF OLANCHA, KEELER AND DARWIN WASTE HAULING SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the COUNTY WASTE REMOVAL services of PREFERRED SEPTIC AND DISPOSAL, INC of BISHOP, CALIFORNIA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by LESLIE CHAPMAN, whose title is: ASSISTANT COUNTY ADMINISTRATOR. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from JULY 1, 2019 to JUNE 30, 2022 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$One hundred eighty five thousand seventy three dollars and zero cents Dollars



( \$ 185,073.00 XXXXXXXXXXXXXXXX ) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### **4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

## **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## **8. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

## **9. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

**10. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

**11. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**12. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**13. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**14. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**15. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**16. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

**17. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**18. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**19. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

**22. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**23. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

|                         |                |
|-------------------------|----------------|
| County of Inyo          |                |
| <u>COUNTY OF INYO</u>   | Department     |
| <u>163 MAY ST</u>       | Address        |
| <u>BISHOP, CA 93514</u> | City and State |

|  |                |
|--|----------------|
| Contractor:                            |                |
| <u>PREFERRED SEPTIC &amp; DISPOSAL</u> | Name           |
| <u>1280 MAIN ST SUITE 1</u>            | Address        |
| <u>BISHOP, CA 93514</u>                | City and State |

**24. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND PREFERRED SEPTIC AND DISPOSAL, INC**  
**FOR THE PROVISION OF OLANCHA, KEELER AND DARWIN WASTE HAULING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Print or Type Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

County Counsel

\_\_\_\_\_

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_

County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PREFERRED SEPTIC AND DISPOSAL, INC  
FOR THE PROVISION OF OLANCHA, KEELER AND DARWIN WASTE HAULING SERVICES**

**TERM:**

**FROM:** July 1, 2019      **TO:** June 30, 2022

**SCOPE OF WORK:**

SEE ATTACHED PROPOSAL





## **Preferred Septic and Disposal, Inc.**

Additional Services, excluding Recycling Services will be provided to the County at no additional cost:

- Ensuring dumpsters are always in clean working order.
- Ensuring a radius of \_ feet around the dumpster(s) will be left trash and debris free after each service provided.

No subcontractors will be involved in providing the services contained in this submitted proposal.

Additional trash disposal Cost Saving Recommendation(s) (CSR):

- Pay for services annually or in advance within 30 days of invoice.
- At any time, the County can request to reduce the size of container(s) and/or frequency of collection(s) which would result in a cost reduction. At the time of request to change container size and/or frequency of service, the monthly charges will be prorated. Preferred Drivers will keep a eye on loads to see if a reduction is possible.
- For Example, reducing the size of the 9 containers at Olancha Transfer Station to 3 CY containers at twice per week service, the total monthly cost would be \$2288.70. This is a savings of \$627.48 per month.
- For an example of reducing frequency of service, reducing the frequency of service on the 9 containers at Olancha Transfer Station from twice per week to once per week, the total monthly cost would be \$1668.33. This is a savings of \$1247.85 per month.
- For an example of reducing the size of the containers and the frequencies of collection, reducing the size of the 9 containers at Olancha Transfer Station to 3 CY containers and reducing the frequency of service to once per week service, the total monthly cost would be \$1308.42. This is a savings of \$1607.76.

## **Preferred Septic and Disposal, Inc.**

### **Exhibit B-Recycling Services**

Preferred offers recycling of:

- Cardboard-2,3 or 4 yard dumpsters.
- Glass, plastic and aluminum in 96 gallon carts.
- Collection will be as needed for each facility.

Preferred Septic and Disposal, Inc. will keep track of all recyclables and location of where materials are recycled. We will report to the County on a quarterly and annual basis, material and weight will be provided.

No Charge

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PREFERRED SEPTIC AND DISPOSAL, INC  
FOR THE PROVISION OF OLANCHA, KEELER AND DARWIN WASTE HAULING SERVICES**

**TERM:**

**FROM:** July 1, 2019

**TO:** June 30, 2022

**SCHEDULE OF FEES:**

SEE ATTACHED PROPOSAL

# Preferred Septic & Disposal

## MINIMUM CHARGES FOR WASTE HAULING SERVICES AREAS A & B INYO COUNTY

### Rate sheet

#### COMMERCIAL BIN SERVICE – AREA A & B

| Size   | 1/xWeek  | 2/xWeek  | 3/xWeek  | 4/xWeek  | 5/xWeek    | 6/xWeek    | Ex P/U   | Delivery |
|--------|----------|----------|----------|----------|------------|------------|----------|----------|
| 2-yard | \$97.15  | \$169.63 | \$244.73 | \$323.38 | \$400.41   | \$479.07   | \$49.71  | \$36.30  |
| 3-yard | \$145.38 | \$254.30 | \$367.26 | \$485.24 | \$600.62   | \$718.60   | \$74.39  | \$36.30  |
| 4-yard | \$185.37 | \$324.02 | \$460.25 | \$599.72 | \$739.20   | \$875.91   | \$94.40  | \$36.30  |
| 6-yard | \$278.13 | \$486.04 | \$690.55 | \$899.59 | \$1,108.79 | \$1,313.78 | \$141.64 | \$36.30  |

\*\*\*\*\*

#### RESIDENTIAL CURBSIDE CART SERVICE – AREAS A & B

| 96 Gallon | Monthly Rate | Each Extra Cart |
|-----------|--------------|-----------------|
| 1 Cart    | \$ 31.37     | \$ 21.61        |

| 64 Gallon | Monthly Rate | Only 1 cart per household |
|-----------|--------------|---------------------------|
| 1 Cart    | \$ 28.24     |                           |

#### RESIDENTIAL CURBSIDE SERVICE (CUSTOMER OWNED CONTAINER) – AREA B – Cartago, Alabama Hills, Olancho, Darwin, Keeler

**30-40 Gallon Container** (Per month)

| 1 &/or 2 cans | 3-cans   | 4-cans   | 5-cans    | 6-cans    |
|---------------|----------|----------|-----------|-----------|
| \$ 46.73      | \$ 63.94 | \$ 84.66 | \$ 103.63 | \$ 122.59 |

\*\*\*\*\*

#### ROLL OFF BIN SERVICE

| Size    | Area         | Full Rate Per Bin* | Compactor Roll-Off |
|---------|--------------|--------------------|--------------------|
| 20 yard | Bishop       | \$275.37           | \$344.21           |
|         | Big Pine     | \$344.21           | \$413.06           |
|         | Independence | \$426.82           | \$495.67           |
|         | Lone Pine    | \$495.67           | \$564.51           |
|         | Olancho      | \$605.82           | \$674.66           |
|         | Round Valley | \$344.21           | \$413.06           |
|         | Starlite     | \$344.21           | \$413.06           |
| 30 yard | Bishop       | \$440.59           | \$509.44           |
|         | Big Pine     | \$509.44           | \$578.28           |
|         | Independence | \$592.05           | \$660.89           |
|         | Lone Pine    | \$660.89           | \$729.73           |
|         | Olancho      | \$771.04           | \$839.88           |
|         | Round Valley | \$440.59           | \$509.44           |
|         | Starlite     | \$440.59           | \$509.44           |

\*For first 14-day use period. Service includes: delivery, rental & service (landfill fees additional).  
Full Rate applies after first 14-day period.

These are the minimum allowable rates to be charged.  
Hauler may offer a discount of up to 5% to all commercial customers paying in advance or within 30-days of invoice.  
Special collection services not specified above shall be negotiated between the customer and the franchised waste hauler.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PREFERRED SEPTIC AND DISPOSAL, INC  
FOR THE PROVISION OF OLANCHA, KEELER AND DARWIN WASTE HAULING SERVICES**

**TERM:**

**FROM:** July 1, 2019

**TO:** June 30, 2022

**SEE ATTACHED INSURANCE PROVISIONS**



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 16

- Consent   
  Departmental   
  Correspondence Action   
  Public Hearing  
 Scheduled Time for   
  Closed Session   
  Informational

**FROM:** Risk Management

**FOR THE BOARD MEETING:** June 25, 2019

**SUBJECT:** Porter Scott legal services contract

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve an agreement between the County of Inyo and Porter Scott for the provision of legal services in an amount not to exceed \$210,000 for the period of July 1, 2019 through June 30, 2020, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY DISCUSSION:**

Porter Scott has been a vital resource for years and is currently representing the County in a number of ongoing and potential legal matters.

**ALTERNATIVES:** Board could deny this renewal. This is not recommended as Porter Scott represents the County in ongoing matters and is an invaluable resource.

**OTHER AGENCY INVOLVEMENT:** n/a

**FINANCING:** Agreement is funded through Risk Management.

**APPROVALS**

|                     |  |
|---------------------|--|
| BUDGET OFFICER:     | BUDGET AMENDMENTS (Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and prior to submission to the Assistant Clerk of the Board.)<br><br>Approved: <u>[Signature]</u> Date <u>6/11/19</u> |
| COUNTY COUNSEL:     | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)<br><br>Approved: <u>[Signature]</u> Date <u>6/11/19</u>            |
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)<br><br>Approved: <u>[Signature]</u> Date <u>6/12/2019</u>                                       |
| PERSONNEL DIRECTOR: | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br><br>Approved: <u>[Signature]</u> Date <u>6/14/19</u>                                      |

**DEPARTMENT HEAD SIGNATURE:** Clint Quinter Date: 6/14/19  
 (Not to be signed until all approvals are received)

(The Original plus 14 copies of this document are required) by [Signature]

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PORTER SCOTT, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF LEGAL SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the legal services of PORTER SCOTT, A PROFESSIONAL CORPORATION, of Sacramento, California, (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by County Counsel, County Administrator, or their respective designees. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2019 through June 30, 2020, unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. County shall reimburse Contractor for travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the office of County Administrator, Risk Management. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel

and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. County shall reimburse Contractor in accordance with the Schedule of Fees (Attachment B) for those Incidental Expenses which are specifically identified in the Schedule of Fees and which are necessarily incurred by the Contractor in providing the services and work requested by County under this Agreement. Reimbursement by County for such Incidental Expenses will be limited to Contractor's actual cost without regard to any administrative or overhead expenses incurred by Contractor in obtaining or utilizing such incidental services or supplies. Reimbursement for actual costs will not exceed the amounts set forth in the Schedule of Fees.

D. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

E. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed \$210,000 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

F. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the County will also include an itemization of any incidental expenses, or travel or per diem expenses which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for incidental expenses, travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

G. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.



- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form upon executing this Agreement.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. Except for those incidental expenses specifically identified in the Schedule of Fees (Attachment B), County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

**7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

**8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**9. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment D and with the provisions specified in that attachment.

**10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

## **11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

## **12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**15. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**20. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**23. ATTORNEY'S FEES.**

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

**24. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**25. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

**COUNTY OF INYO:**  
County Administrator, Risk Management Department  
163 May Street Street  
Bishop, CA 93514 City and State

**CONTRACTOR:**

Carl Fessenden, Esq.

PORTER SCOTT, A PROFESSIONAL CORP. Name

350 University Avenue, Suite 200 Street

Sacramento, CA 95825 City and State

**26. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

///

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND PORTER SCOTT, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF LEGAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_

By: Carl Fessenden  
Signature

Dated: \_\_\_\_\_

Carl Fessenden  
Type or Print Name

Dated: 6/15/19

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PORTER SCOTT, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF LEGAL SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager



**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PORTER SCOTT, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM: July 1, 2019 through June 30, 2020**

**SCOPE OF WORK:**

1. Contractor shall represent and advise the County and such of its agents, officers and employees as the County may designate, in pending and potential litigation before state and federal courts, and county, state and federal administrative agencies. Contractor shall receive direction from the Inyo County Board of Supervisors, County Counsel and/or County Administrator or designees. Contractor shall also provide all secretarial and clerical support reasonably and customarily necessary to perform such services under this Agreement.
2. Contractor shall maintain and retain files and materials on cases and other matters upon which he is working. Electronic copies of documents received and created by Contractor shall be delivered to County Risk Management Office to be stored.
3. Contractor shall file and serve required pleadings, notices, discovery documents and materials on behalf of the County its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
4. Contractor may email to the Offices of County Counsel and Risk Management copies of those pleadings, notices, discovery, documents and materials to be appropriately delivered to County officers and employees. The Office of County Counsel and/or Risk Management will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
5. Contractor shall take the actions necessary to have all pleadings, notices, discovery, documents and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his office and the County Counsel at the Independence office. Contractor shall also provide to the County Counsel and Risk Manager one copy of all pleadings, notices, discovery and other documents served and or filed by Contractor on behalf of the County, its officers or employees in electronic format.
6. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
7. Contractor shall not accept other employment which will interfere or cause a conflict of interest with representation of the County of Inyo and its agents, officers and employees

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PORTER SCOTT, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM: July 1, 2019 through June 30, 2020**

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

Partner: \$225.00/hour  
Associate: \$210.00/hour  
Paralegal \$105/hour  
Travel: \$130/hour

**2. INCIDENTAL EXPENSES:**

The Firm shall not be obligated to advance costs on behalf of Client; however, for the purposes of convenience and in order to expedite matters, the Firm reserves the right to advance costs on behalf of the Client, with Client's prior approval, in the event a particular cost item exceeds \$7,500.00 in amount; and without the prior approval of Client in the event a particular cost item totals \$7,500.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges (at \$0.10 per page), appearance fees, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND PORTER SCOTT, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF LEGAL SERVICES**

**TERM:**

**FROM: July 1, 2019 through June 30, 2020**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

Travel shall be at the County's request and will be billed at cost.  
Per diem travel from portal to portal will be at the current IRS rate.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO  
AND PORTER SCOTT, A PROFESSIONAL CORPORATION  
FOR THE PROVISION OF LEGAL SERVICES

TERM:

FROM: July 1, 2019 to June 30, 2020

**Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

- 1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

### **Verification of Coverage**

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

### **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

### **Special Risks or Circumstances**

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

17

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** County Administrator/County Counsel

**FOR THE BOARD MEETING OF:** June 25, 2019

**SUBJECT:** Approval of Contract Amendment No. 8 between Gregory L. James and the County of Inyo

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve Amendment No. 8 to the contract between Gregory L. James, Water/Environmental Attorney Regarding Natural Resources, and the County of Inyo by extending the term of the contract to July 1, 2013 through June 30, 2020, contingent upon the Board's adoption of the Fiscal Year 2019-2020 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**SUMMARY DISCUSSION:**

Mr. James continues to represent Inyo County on water-related matters and his expertise continues to be necessary to assist the County on natural resource and economic development issues. Mr. James consistently demonstrates the ability to handle numerous assignments in the area of environmental law while managing his time effectively and adjusting his schedule to meet workload requirements. Mr. James performs as a highly skilled and competent attorney in the area of Water/Environmental law and his experience and services continue to contribute significantly to the County's ability to successfully represent itself and its officers and employees in water and environmental-related matters, including litigation.

His current contract, as amended by your Board on March 27, 2018, expires June 30, 2019. It is recommended your Board approve an amendment to extend the contract for another year, to June 30, 2020. All other terms and conditions of the contract would remain the same, including a total contract limit not to exceed \$60,000 and a schedule of fees that includes the rate of \$175 an hour for work directly related to litigation services, \$155 an hour for other matters, and \$50 an hour for travel time.

**ALTERNATIVES:**

Your Board could choose to deny the approval of the amendment to extend the contract with Gregory L. James as recommended and direct that the office of County Counsel provide the County and its departments with legal services relating to natural resource matters with existing attorney staff. This would result in significant delays in completing requests for legal services for all but the most critical matters.



**OTHER AGENCY INVOLVEMENT:**

Agencies with responsibility for renewable energy as well as environmental and natural resource issues.

**FINANCING:**

Funding for this contract is provided through the Natural Resources Budget (010204), Professional Services Object Code (5265) and is included in the Fiscal Year 2019-2020 Budget. There is no additional cost to extend the length of the contract.

**APPROVALS**

|                                   |  |
|-----------------------------------|--|
| COUNTY COUNSEL:                   | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)<br><br>Approved: <u>yes</u> Date <u>6/10/19</u> |
| AUDITOR/CONTROLLER:               | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)<br><br>Approved: <u>yes</u> Date <u>6/14/2019</u>                            |
| PERSONNEL DIRECTOR:<br><b>N/A</b> | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br><br>Approved: _____ Date _____  |

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 6/17/19

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 6/10/19



**AMENDMENT NUMBER 8 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
GREGORY L. JAMES, ESQ.**

---

**FOR THE PROVISION OF WATER/ENVIRONMENTAL ATTORNEY SERVICES REGARDING  
NATURAL RESOURCES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gregory L. James, Esq., of Bishop, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Legal Services dated June 25, 2013, on County of Inyo Modified Contract No. 123, for the term of July 1, 2013 to June 30, 2019 (extended with Amendment #7);

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

NOW THEREFORE, County and Contractor hereby amend such Agreement as follows:

1. Section 2, titled "TERM," is amended to state the following:

"The term of this agreement shall be from July 1, 2013 to June 30, 2020, unless sooner terminated as provided below."

The effective date of this Amendment to the Agreement is June 25, 2019.

All the other terms and conditions of the Agreement are unchanged and remain the same.

\\ \ \ \ \ NOTHING FOLLOWS \ \ \ \ \

County of Inyo Modified Contract – No. 123  
(Independent Contractor – Schedule of Fees Including Incidental Expenses/Schedule of Per Diem)

**AMENDMENT NUMBER 8 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
GREGORY L. JAMES, ESQ.**

**FOR THE PROVISION OF WATER/ENVIRONMENTAL ATTORNEY SERVICES REGARDING  
NATURAL RESOURCES**

IN WITNESS THEROF, THE PARTIES HERETO HAVE SET THEIR HANDS  
AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_

By: Greg James  
Signature

Dated: \_\_\_\_\_

Greg James  
Type or Print

Dated: 06/12/2019

APPROVED AS TO FORM AND LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

[Signature]  
County Risk Manager

County of Inyo Modified Contract – No. 123  
(Independent Contractor – Schedule of Fees Including Incidental Expenses/Schedule of Per Diem)

**AMENDMENT NUMBER 8 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
GREGORY L. JAMES, ESQ.**

---

**FOR THE PROVISION OF WATER/ENVIRONMENTAL ATTORNEY SERVICES REGARDING  
NATURAL RESOURCES**

IN WITNESS THEROF, THE PARTIES HERETO HAVE SET THEIR HANDS  
AND SEALS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Type or Print

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_

County Counsel

APPROVED AS TO ACCOUNTING FORM:

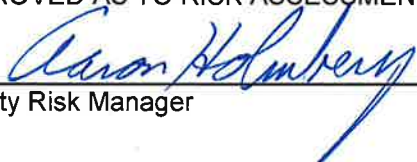
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
\_\_\_\_\_

County Risk Manager

County of Inyo Modified Contract – No. 123  
(Independent Contractor – Schedule of Fees Including Incidental Expenses/Schedule of Per Diem)

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING NATURAL RESOURCES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the legal services of Gregory L. James of Bishop, California, hereinafter referred to as ("Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by the County Counsel.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from July 1, 2013 to June 30, 2014 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A.

B. Travel and per diem. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to the Office of County Counsel. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. Incidental Expenses. Except as provided on the Schedule of Fees (Attachment B), Contractor shall not be entitled to, nor shall receive from the County, payment or reimbursement for Incidental Expenses.

D. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

E. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including incidental expenses, if any, shall not exceed \$30,000.00 Dollars, (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including incidental expenses which is in excess of the contract limit.

F. Billing and Payment.

Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. All such statements shall show, in one-tenth (1/10) of an hour increments, the actual time spent in performing the described work. Contractor's statement to the County will also include an itemization of any incidental expenses for reimbursement incurred by Contractor during that period. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor by the 20th of the month.

G. Federal and State Taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

**4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

**5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the effective date of this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Except as provided in the Scope of Work (Attachment A), Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items.

Responsibility for the costs and expenses incurred by Contractor in providing and maintaining items not specifically set forth in the Schedule of Fees (Attachment B), is the sole responsibility and obligation of Contractor.

**7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

**8. WORKERS' COMPENSATION.**

If required by law, Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided if coverage is required by law.

**9. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:**

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000.00** per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$ N/A** per accident for bodily injury or disease.  
*(Not required if Contractor provides written verification it has no employees)*
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$ N/A** per occurrence or claim.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

**B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:**

1. Additional Insured Status.

The County, its officers, officials, employees, and volunteers are to be covered as insured's on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by

or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. Primary Coverage.

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

4. Waiver of Subrogation.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

E. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.



F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

H. Special Risks or Circumstances. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**10. STATUS OF CONTRACTOR.** All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

**11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

## **12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## **13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

## **14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

## **15. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor and its employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon fifteen (15) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

**18. CONFIDENTIALITY.**

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

**19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Specifically, Contractor shall not accept other employment or be engaged in legal representation of any other client on a matter which will interfere or cause a conflict of interest with providing advice and representation to the County of Inyo, its agents, officers, and employees under this Agreement. Additionally, Contractor, during the term of this Agreement, agrees not to advise or represent any person, corporation, or entity with a claim or cause of action against the County of Inyo, its officers, agents or employees.

**20. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding to the Inyo County Water Department or other sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within thirty (30) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

**23. ATTORNEY'S FEES.**

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

**24. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**25. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

|                                 |                |
|---------------------------------|----------------|
| <b>COUNTY OF INYO:</b>          |                |
| <u>Office of County Counsel</u> | Department     |
| <u>P.O. Box M</u>               | Address        |
| <u>Independence, CA 93526</u>   | City and State |

|                            |                |
|----------------------------|----------------|
| <b>CONTRACTOR:</b>         |                |
| <u>Gregory L. James</u>    | Name           |
| <u>1839 Shoshone Drive</u> | Address        |
| <u>Bishop, CA 93514</u>    | City and State |

**26. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING NATURAL RESOURCES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 25 DAY OF June, 2013.

**COUNTY OF INYO**

By: Linda Arcularius  
Dated: 6-25-13

**CONTRACTOR**

By: Gregory L James  
(Type or Print Name)  
Gregory L James  
(Signature)  
Dated: 5/30/2013

APPROVED AS TO FORM AND  
LEGALITY:

R. Miller  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

[Signature]  
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

dg:\Contracts\MiscContracts\Water\EnvironmentalAttorneyCAO.123.GJames

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING NATURAL RESOURCES**

**TERM:**

**FROM: July 1, 2013 TO: June 30, 2014**

**SCOPE OF WORK:**

1. Upon request, Contractor shall represent and advise County, its agents, officers and employees regarding all aspects of natural resources law, including but not limited to development of solar power facilities in the County.
2. Contractor shall receive direction from the Inyo County Board of Supervisors and/or the County Counsel.
3. Contractor shall provide all secretarial and clerical support reasonably and customarily necessary to perform the services described in this Agreement.
4. Contractor shall maintain and retain files and materials on cases and other matters upon which he/she is working. Once completed, Contractor may deliver the files and materials to the Office of County Counsel for storage.
5. Contractor shall file and serve required pleadings, notices, discovery documents and other motions and materials on behalf of the County, its officers or employees. The Office of County Counsel will cooperate with Contractor with regard to filing and service in Inyo County.
6. Contractor may send to the Office of County Counsel, one copy of those pleadings, notices, discovery, motions, documents, and materials to be appropriately delivered to County officers and employees. The Office of County Counsel will then make necessary copies and deliver the pleadings, notices, discovery, documents and materials to the County officers and employees.
7. Contractor shall take the actions necessary to have all pleadings, notices, discovery, motions, documents, and materials, which are to be served upon the County or its officers and employees after their first general appearance, served upon both Contractor at his/her offices and the County Counsel at his Independence office. Contractor shall also provide to the County Counsel at his Independence office, one copy of all pleadings, notices, discovery, motions, notices, and other documents served and or filed by Contractor on behalf of the County, its officers or employees.
8. Contractor, shall not bill for attorney's time in performing work or services which would ordinarily and customarily be performed by a legal secretary or clerical support.
9. Further, as may be agreed upon by County and Contractor, Contractor shall represent and advise the County, and such of its agents, officers, and employees that the County may designate, in pending and potential non-water related litigation or disputes before State and Federal courts, county, state and federal administrative agencies, arbitrations and/or mediation proceedings.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING NATURAL RESOURCES**

**TERM:**

**FROM: July 1, 2013 TO: June 30, 2014**

**SCHEDULE OF FEES:**

**1. COMPENSATION:**

County shall pay to Contractor for the work and services described in Attachment A which are performed by Contractor at County's request, at the rates set forth below:

- a. Except as provided in subparagraph b. below, County will pay Contractor One Hundred Fifty Five Dollars (\$155.00) per hour or increments thereof, for all work and services provided by Contractor to County under this Agreement.
- b. Contractor will be paid for travel time at the rate of Fifty Dollars (\$50.00) per hour or increments thereof, for all time Contractor spends traveling in the performance of this Agreement.

**2. INCIDENTAL EXPENSES:**

County shall reimburse Contractor at the costs set forth below for those incidental expenses which are necessarily incurred by Contractor in providing the services and work under this Agreement. Reimbursement for these incidental expenses will not exceed the costs set forth below:

| <u>Types of Expenses</u>                          | <u>Cost:</u>                    |
|---|---------------------------------|
| Fax   | Actual Costs                    |
| Postage   | Actual Costs                    |
| Federal Express/UPS                               | Actual Costs                    |
| Express Mail                                      | Actual Costs                    |
| Long Distance Calls                               | Actual Costs                    |
| Photocopying (not attorney service)               | Actual Costs                    |
| Computer Assisted Research                        | Actual Costs                    |
| Service of Documents/Pleadings (attorney service) | Actual Costs                    |
| Document Production (attorney service)            | Actual Costs                    |
| Filing fees                                       | Actual Costs                    |
| Jury fees   | Actual Costs                    |
| Court Reporter/Transcripts                        | Actual Costs                    |
| Experts   | Rate approved by County Counsel |
| Witness fees                                      | Actual Costs                    |

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GREGORY L. JAMES  
FOR THE PROVISION OF LEGAL SERVICES  
WATER/ENVIRONMENTAL ATTORNEY SERVICES  
REGARDING NATURAL RESOURCES**

**TERM:**

**FROM: July 1, 2013 TO: June 30, 2014**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT**

- A. Contractor will be compensated for his travel time as set forth in the Schedule of Fees (Attachment B) above.
- B. Where Contractor is providing work and services for County under this Agreement, Contractor will be reimbursed for his travel expenses and per diem at the same rate that County reimburses its permanent merit system employees for such expenses.





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

18

- Consent Hearing  
 Departmental  
 Correspondence Action  
 Public  
 Scheduled Time for  
 Closed Session  
 Informational

**FROM:** HEALTH & HUMAN SERVICES – Behavioral Health Division

**FOR THE BOARD MEETING OF: June 25, 2019**

**SUBJECT:** Approval of Amendment Number One (1) to the Contract between the County of Inyo and Tarzana Treatment Center, Inc.

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve Amendment Number One (1) to the contract between Inyo County Health and Human Services Behavioral Health and Tarzana Treatment Center, Inc. (for the provision of residential alcohol and drug treatment) in an additional amount of \$10,000.00 for a total amount not to exceed \$35,000.00 for the period of July 1, 2018 through June 30, 2019, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This Amendment is necessary to accommodate the payment for the adult residential treatment and board and care of adults in need of this level of care in accordance with the American Society of Addiction Medicine (ASAM) criteria. Tarzana Treatment Centers program offers a wide array of addiction and mental health treatment services including residential services.

**ALTERNATIVES:**

Your Board could deny approval of Amendment Number One (1) to this contract. This would result in the possible loss of this residential treatment option for adults in need of these services. This could result in either: 1) Inyo County residents in need of residential substance use disorder treatment would be sent to other programs around California and Nevada at a great distance from Inyo or 2) DHCS will contract for these services and bill the County without county having ability to control costs.

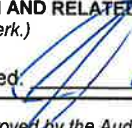
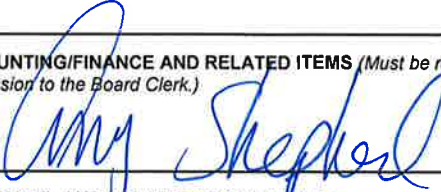



**OTHER AGENCY INVOLVEMENT:**

Courts and Probation

**FINANCING:**

100% funded with State and Federal alcohol and drug funds. MHSAs funds for Full Service Partners. Partial reimbursement for treatment costs through Drug MediCal. No County General Funds.

**APPROVALS**

|                            |  |
|----------------------------|--|
| <b>COUNTY COUNSEL:</b>     | <b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)<br><br>Approved:  Date: 05/21/2019   |
| <b>AUDITOR/CONTROLLER:</b> | <b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)<br><br><br>Approved:  Date: 6/5/19     |
| <b>PERSONNEL DIRECTOR:</b> | <b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)<br><br><br>Approved:  Date: 6/12/19 |

RISK:  6/13/19

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 6/17/19

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**Tarzana Treatment Center, Inc.**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Tarzana Treatment Center, Inc. \_\_\_\_\_, of Tarzana, CA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated 7/1/2019, on County of Inyo Standard Contract No. 116, for the term from 7/1/2018 to 6/30/2019.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

The first sentence of paragraph 3.D. Limit Upon Amount Payable Under Agreement, of the Agreement is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, shall not exceed \$35,000.00 (Thirty Five Thousand Dollars) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

The effective date of this Amendment to the Agreement is May 1, 2019.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER 1 TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
    Tarzana Treatment Center, Inc.      
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Type or Print

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

  
\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

  
\_\_\_\_\_  
County Risk Manager

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Tarzana Treatment Center, Inc.**  
**FOR THE PROVISION OF Residential Treatment SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Residential Treatment services of Tarzana Treatment Center, Inc. of Tarzana, Ca (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Gail Zwier Ph.D, whose title is: HHS Deputy Director of Behavioral Health. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from 7/1/2018 to 6/30/2019 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### 4. **WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### 5. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses,

professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sarn.gov>.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### **7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

#### **8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

#### **9. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

**10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

**11. DEFENSE AND INDEMNIFICATION.**

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

**12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.



B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

**13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

**14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

**15. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such Information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**20. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

|                       |                |
|-----------------------|----------------|
| County of Inyo        |                |
| HHS-Behavioral Health | Department     |
| 162 J Grove St.       | Street         |
| Bishop, Ca 93514      | City and State |

|                                |                |
|--------------------------------|----------------|
| Contractor:                    |                |
| Tarzana Treatment Center, Inc. | Name           |
| 18646 Oxnard Street            | Street         |
| Tarzana, CA 91355              | City and State |

**25. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Tarzana Treatment Center, Inc.**  
**FOR THE PROVISION OF Residential Treatment SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS 7th DAY OF August, 2018.

**COUNTY OF INYO**

By [Signature]

Dated: 8-7-18

**CONTRACTOR**

By [Signature]  
Signature

Albert Senella, President/ CEO  
Print or Type Name

Dated: 6/21/18

**APPROVED AS TO FORM AND LEGALITY:**

County Counsel

[Signature]

**APPROVED AS TO ACCOUNTING FORM:**

[Signature]  
County Auditor

**APPROVED AS TO PERSONNEL REQUIREMENTS:**

[Signature]  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

[Signature]  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Tarzana Treatment Center, Inc.  
FOR THE PROVISION OF Residential Treatment SERVICES**

**TERM:**  
7/1/2018 6/30/2019  
**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCOPE OF WORK:**

Please see attached scope of work.  
Contractor agrees to sign Business Associate Agreement herein attached.

## SCOPE OF WORK:

TTC provides a full continuum of adult and youth substance use disorders treatment services, including inpatient medical detoxification, residential detoxification, psychiatric stabilization, residential and outpatient rehabilitation, and an array of mental illness treatment services both inpatient and outpatient. We are also well versed in the care of those suffering from both mental illness and substance use disorders. TTC integrates behavioral health services into all our primary and specialty care clinics and integrates primary care into all of our behavioral health services. TTC provides services for mental illness to all age groups and provides supportive services that include housing, benefits assistance and transportation. Guided by population-health metrics and patient-centered care standards, TTC provides integrated services that are coordinated, comprehensive and team-based. All patients are screened and assessed for medical and behavioral health conditions, and receive whole person care guided by an integrated treatment plan.

### A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

### B. Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B, Attachment I will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract. All other requirements and conditions of this Contract will remain in effect until amended or terminated.

### C. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

### D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

### E. Noncompliance with Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in Exhibit A, Attachment I, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

**F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances**

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

**G. Restriction on Distribution of Sterile Needles**

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

**H. Health Insurance Portability and Accountability Act (HIPAA) of 1996**

If any of the work performed under this Contract is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

**1. Trading Partner Requirements**

(a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

(b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))

(c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications. (45 CFR Part 162.915 (c))

(d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification. (45 CFR Part 162.915 (d))

**2. Concurrence for Test Modifications to HHS Transaction Standards**

Contractor agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

**3. Adequate Testing**

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

#### 4. Deficiencies

Contractor agrees to cure transactions, errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

#### 5. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

#### 6. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

#### I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

#### J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

#### K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

#### L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x (96.126(e)).

#### M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):



1. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
2. Reduce barriers to patients' accepting TB treatment; and,
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

#### N. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to:

<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

#### O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

#### P. Participation of County Alcohol and Drug Program Administrators Association of California and County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11801(g), the County AOD Program Administrator shall participate and represent the County in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with the State with respect to policies, standards, and administration for alcohol and other drug abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11811.5(c), the County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

#### Q. Youth Treatment Guidelines

Contractor will follow the guidelines in Document IV, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until such time a new Youth Treatment Guideline are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this contract.

#### R. Perinatal Services Network Guidelines 2015

Pursuant to 45 CFR 96.124 ((c)(1-3)) the Contractor shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The Contractor shall calculate the appropriate amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to

year. (See the County Share of SAPT Block Grant Women Services Expenditure Requirement Exhibit G)

Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines 2015, promulgated pursuant to 45 under CFR 96.137. The "Perinatal Services Network Guidelines 2015" are attached to this contract as Document 1G, incorporated by reference. The contractor shall comply with the "Perinatal Services Network Guidelines 2015" until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this contract shall not require a formal amendment.

All SAPT BG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

The Contractor must directly provide, or provide a referral for, the following services:

1. Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;
2. Primary pediatric care, including immunization, for their children;
3. Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;
4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and
5. Sufficient case management and transportation to ensure that women and their children have access to services.

#### S. Restrictions on Grantee Lobbying – Appropriations Act Section 503

No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting during for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

#### T. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

#### U. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

V. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.
4. No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

W. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

**ATTACHMENT B**

**AND** Tarzana Treatment Center, Inc. **AGREEMENT BETWEEN COUNTY OF INYO**  
**FOR THE PROVISION OF** Residential Treatment **SERVICES**

**TERM:**  
**FROM:** 7/1/2018 **TO:** 6/30/2019

**SCHEDULE OF FEES:**

See attached schedule of fees.

## Schedule of Fees

| Level of Care  | Daily Rate | Room & Board | Case Management Rate<br>15-Minute Increment |
|--|------------|--------------|---|
| Low Intensity Residential Adult (ASAM 3.1)                           | \$120.20   | \$46.96      | \$35.95                                     |
| High Intensity Residential Adult – Population Specific (ASAM 3.3)    | \$154.98   | \$51.65      | \$37.57                                     |
| High Intensity Residential Adult- Non-Population Specific (ASAM 3.5) | \$142.05   | \$47.35      | \$34.44                                     |
| High Intensity Residential – Youth (ASAM 3.5)                        | \$142.05   | \$47.35      | \$34.44                                     |
| Residential Withdrawal Management –Clinically Managed (ASAM 3.2- WM) | \$314.71   | \$104.90     | \$76.30                                     |
| Hospital Inpatient Services (ASAM 3.7, 4.0)                          | \$346.08   | \$115.35     | \$96.65                                     |

Proposed rates include room and board. All case management services are up to a maximum of 10 hours per month based on patient need.

Tarzana Treatment Centers, Inc. is accredited by the Joint Commission. Our inpatient unit is licensed as an Acute Psychiatric Hospital and is Medicare certified. Our residential facilities are Medi-Cal certified.

**ATTACHMENT C**  
**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND Tarzana Treatment Center, Inc.**

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**FOR THE PROVISION OF** Residential Treatment **SERVICES**

**TERM:**

**FROM:** 7/1/2018

**TO:** 6/30/2019

**SEE ATTACHED INSURANCE PROVISIONS**

**Specifications 2**  
**Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

**Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,



certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**COUNTY OF INYO**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity ("CE"), and Tarzana Treatment Center, Inc., referred to herein as Business Associate ("BA"). This Agreement is effective as of July 1, 2018, (the "Agreement Effective Date").

**RECITALS**

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health ("CIMH"), herein referred to as ("Contract"), some of which may constitute Protected Health Information ("PHI") defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

**1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
  - h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
  - i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
  - j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
  - k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
  - l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
  - m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).
2. **Obligations of Business Associate**
- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(i)(A) and 164.504(e)(4)(i)].
  - b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**6. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

**7. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**8. Effect on Contract**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

Tarzana Treatment Centers, Inc.

By: 

By: 

Print Name: DAN TOTNEROM

Print Name: Albert Senella

Title: CHAIRPERSON

Title: President/ Chief Executive Officer

Date: 8-7-18

Date: 6/21/18



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
  
19

- Consent Hearing     Departmental     Correspondence Action     Public  
 Scheduled Time for     Closed Session     Informational

**FROM:** HEALTH & HUMAN SERVICES, Social Services

**FOR THE BOARD MEETING OF:** June 25, 2019

**SUBJECT:** Approval of the Memorandum of Understanding with the Owens Valley Career Development Center.

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve (1) the Memorandum of Understanding (MOU) with the Owens Valley Career Development Center (OVCDC) for the purpose of Administering Tribal Temporary Assistance for Needy Families (TANF); and (2) authorize Marilyn Mann, HHS Director, to sign the MOU.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

In 1996, Congress passed the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), bringing an end to the Aid to Families with Dependent Children (AFDC) Program. PRWORA replaced AFDC, Emergency Assistance, and the Job Opportunities and Basic Skills program, with the Temporary Assistance for Needy Families (TANF) block grant to States. Section 412 of the Act gave federally recognized Tribes the authority to independently design, administer, and operate their own Tribal TANF programs.

In the State of California, Assembly Bill (AB) 1542 (Chapter 270, Statutes of 1997) eliminated the AFDC program. AFDC was replaced with the California Work Opportunity and Responsibility to Kids (CalWORKs) program, as California's TANF program.

The Tribes, the counties, the California Department of Social Services and the Federal government (Administration for Children and Families) work in partnership to successfully establish and maintain Tribal TANF Programs that serve, strengthen and preserve California's Native American families.

In Inyo County, OVCDC is the Tribal organization that provides Tribal TANF services. OVCDC is an American Indian organization operating under a consortium of Sovereign Nations that provides the opportunity for improvement in the quality of life by focusing on education and self-sufficiency while protecting, preserving and promoting their cultures.

Both County CalWORKs and Tribal TANF programs staff are required to ensure that TANF time limit requirements, are met by tracking time on aid in a TANF program. This requires eliciting information from applicants, and verifying receipt of aid from a prior TANF program, another state's TANF program, or CalWORKs.

The aforementioned requirements require collaboration between the County and Tribal agency. If a Native American family meets the eligibility requirements for both the County CalWORKs program and the Tribal TANF program, the Native American family has the choice of programs to work with. This MOU outlines the roles and responsibilities of each agency when working with Native American families that might choose to switch between programs and helps ensure both agencies are better equipped to meet the needs of the clients we share and serve.

The Department is respectfully requesting approval of the Memorandum of Understanding with the Owens Valley Career Development Center.



**ALTERNATIVES:**


The Board could decline to approve this MOU, leaving Inyo with an outdated agreement for administering the Tribal TANF program, hindering our ability to meet the needs of our Native American families and work effectively with our Tribal partner.

**OTHER AGENCY INVOLVEMENT:**

Owens Valley Career Development

**FINANCING:**

There is no financing involved in this request.

| <b>APPROVALS</b>  |   |
|---|---|
| <b>COUNTY COUNSEL:</b><br> | <b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i><br><br>Approved: <u>YES</u> Date: <u>6/4/19</u> |

**DEPARTMENT HEAD SIGNATURE:**  Date: 6/7/19  
**(Not to be signed until all approvals are received)**

**MEMORANDUM OF UNDERSTANDING  
FOR ADMINISTERING TRIBAL TANF PROGRAM  
Inyo County Department of Health and Human Services – Owens Valley Career  
Development Center**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into, between the Inyo County Department of Health and Human Services (“HHS”) and the Owens Valley Career Development Center (“OVCDC”).

**WHEREAS:**

- A. Under the Temporary Assistance for Needy Families (“TANF”) program, HHS is required by Public Law 104-93 and by Welfare and Institutions Code section 10553.25 to provide TANF services to Inyo County’s Native Americans by partnering with a Tribal entity that volunteers to provide Native Americans with such services; and,
- B. OVCDC is a Tribal entity governed by a consortium of sovereign Indian tribes on its Board, the Owens Valley Paiute-Shoshone Board of Trustees (“OVBT” or “Board”), providing culturally appropriate educational, vocational, wellness, self-sufficiency, and Tribal TANF services to Native Americans in need in multiple counties in California; and,
- C. OVCDC and its Board wish to continue providing Tribal TANF services in Inyo County to improve the quality of life of Native Americans in the County while protecting, preserving and promoting Tribal cultures for future generations of Indian people; and,
- D. HHS and OVCDC (collectively referred to as the “Parties”) hereby agree in good faith to the terms and conditions outlined in this Memorandum of Understanding (“MOU”), which will allow HHS and OVCDC to work together to serve Native Americans in need and create opportunities to provide culturally appropriate Tribal TANF services to eligible persons in Inyo County.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**I. PURPOSE**

The purpose of this MOU is to acknowledge and confirm HHS’s and OVCDC’s roles and responsibilities in administering a Tribal TANF program in Inyo County.

**II. DEFINITIONS**

- A. “CalWORKs” refers to the family assistance program administered by HHS.
- B. “TRIBAL TANF PROGRAM” refers to the family assistance program administered by OVCDC and its governing Board. OVCDC’s Tribal TANF program is administered to a consortium of twelve (12) federally-recognized Indian Tribes, including the Bishop Paiute, Big Pine Paiute, Lone Pine Paiute Shoshone, Fort Independence, Timbisha Shoshone, Benton, Bridgeport, Tule River, Santa Rosa, Cold Springs, Table Mountain and Big Sandy Tribal Nations.

### III. HHS' RESPONSIBILITIES

- A. HHS shall inform all CalWORKs applicants of potential eligibility for the Tribal TANF program. Those persons who may be eligible will receive a Tribal TANF brochure and will be referred to OVCD's Tribal TANF Program.
- B. HHS shall coordinate with OVCD to provide CalWORKs assistance or services to eligible Native Americans who are not eligible under Tribal TANF assistance and/or services or who elect to receive benefits through CalWORKs.
- C. HHS shall provide technical assistance for program development and implementation upon OVCD's request, as resources allow.
- E. HHS shall assign a Tribal TANF liaison to OVCD to assist in the resolution of issues that may arise in OVCD's implementation of the Tribal TANF program. A liaison, or alternate, shall be available on normal HHS workdays, Monday through Friday, 8:00 a.m. through 5:00 p.m. Requests for time on aid verification will be reviewed and returned within 3-5 business days.
- F. To make the transfer of cases more efficient when a CalWORKs participant requests a transfer to Tribal TANF, HHS shall provide OVCD records (e.g., Social Security number, birth records, immunization records, school attendance records, proof of current income/property, child care records, employment services records, TANF time on aid, and any other pertinent information) needed to determine eligibility for Tribal TANF services as soon as administratively possible, but not to exceed thirty (30) days. OVCD will notify HHS, as soon as administratively possible, but not to exceed thirty (30) days, once OVCD has determined that the case is eligible for Tribal TANF services and that OVCD has accepted the case. Once OVCD has accepted the case, it is deemed transferred. Non-eligible cases will be returned to HHS as soon as administratively possible. All documents shared between the Parties shall be maintained confidentially in accordance with applicable federal law.

### IV. OVCD'S RESPONSIBILITIES

- A. With assistance from HHS, OVCD shall identify families to be referred and transferred to the Tribal TANF program.
- B. OVCD shall obtain written acknowledgement from families participating in the Tribal TANF program, which shall state that they cannot receive CalWORKs assistance and services from HHS while being served by OVCD.
- C. OVCD shall provide verification, as requested by Tribal TANF participants, to establish eligibility and benefit levels for the CalFresh and Medi-Cal programs. OVCD agrees to inform HHS in advance of any planned program changes (e.g., cost-of-living increases) to help ensure CalFresh and Medi-Cal Program integrity. A list of Tribal TANF recipients will be forwarded to HHS by the 5<sup>th</sup> of each month.
- D. OVCD shall assign a liaison to HHS in the Tribal TANF program office to assist in the resolution of issues that may arise in the Tribal TANF program. A liaison, or alternate, shall be available on normal OVCD workdays, Monday through Friday,

8:30 a.m. through 5:00 p.m. Requests for time on aid verification will be reviewed and returned within 3-5 business days.

- E. Should a participant choose to transfer to CalWORKs from Tribal TANF, OVCD shall provide HHS with the records needed to determine eligibility for CalWORKs (e.g., Social Security number, birth records, immunization records, school attendance records, proof of current income/property, child care records, employment services records, Tribal TANF time on aid and any other pertinent information). All documents shared between the Parties shall be maintained confidentially in accordance with applicable federal law.

## V. JOINT RESPONSIBILITIES

- A. The Parties agree to cooperate and communicate in good faith to optimize culturally appropriate services to Native American families. The Parties will work diligently to ensure that Native American families in need of economic assistance and social services will receive them timely, efficiently, and without delay.
- B. The Parties agree to provide mutual assistance through the identification of issues and solutions.
- C. The Parties agree to meet as needed, and at least annually in-person, or as requested by either Party.
- D. The Parties agree to inform all applicants and recipients of their right to apply for the CalFresh and Medi-Cal programs.
- E. The Parties agree to prevent duplicate aid. To that end, OVCD and HHS agree to exchange Social Security Numbers as needed, monitor the Medi-Cal Eligibility Data System (“MEDS”), and take any other necessary steps to avoid duplication of assistance or services.

## VI. TRANSFER OF CASE INFORMATION

- A. HHS will transfer case information in compliance with established HHS policy and in accordance with the Privacy Act, the Freedom of Information Act, and Section 10850 of the Welfare and Institutions Code.
- B. HHS will require a signed release of information from each family for every case transferred or applying for the Tribal TANF program.
- D. OVCD will require a signed release of information from each family for every case transferred or withdrawn from the Tribal TANF program.
- E. Once eligibility has been determined, OVCD will notify HHS that the case is accepted as a Tribal TANF Case. Once the case has been accepted, it is deemed transferred to OVCD to administer TANF services.

## VII. CONFIDENTIALITY

- A. Each Party shall ensure that case record information is maintained confidentially when it identifies an individual by name, address, or any other information that identifies an individual. Neither Party shall use such identifying information for any purpose other than carrying out obligations under this MOU. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, or destruction.
- B. The Parties to this MOU shall keep all information that is exchanged between them in the strictest confidence, in accordance with applicable Federal privacy and TANF laws. The parties agree to promptly notify the other party should they have reason to know of any privacy breach arising out of this Agreement.

## VIII. FISCAL

- A. OVCD's Tribal TANF Program is wholly funded through federal and state grant sources. This MOU is contingent upon the availability of those grant funds from which payment for Tribal TANF services will be made. Should funding not be made available for OVCD to operate its Tribal TANF Program, OVCD will promptly notice HHS of its intent to terminate this MOU.
- B. All services performed pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by OVCD or HHS, one to the other. Neither HHS nor OVCD shall incur fiscal obligation, unless otherwise provided for in this MOU or under another valid written MOU, for any assistance or services by HHS under the Tribal TANF program.

## IX. SANCTIONS

Both Parties agree that sanctions are not transferable between CalWORKs and Tribal TANF.

## X. RELATIONSHIP OF THE PARTIES; INDEPENDENT CONTRACTOR; TRUST AND CONFIDENCE

This MOU is based on a relationship of trust and confidence between HHS and OVCD. The Parties agree to work together in good faith to identify and refer potentially eligible Native American families to OVCD's Tribal TANF Program. The Parties agree that neither Party is an employee, agent, or partner of the other. Nothing in this MOU creates an employer-employee relationship, a guarantee of future employment or engagement, or acts as a limitation on a Party's sole discretion to terminate this MOU at any time for convenience and without cause. In no event will either Party be liable for the debts or obligations of the other, except as otherwise specifically provided in this MOU.

All acts or omissions of each Party, its officers, employees, subcontractors and agents, under this MOU shall be that of an independent contractor and not of officers, employees, subcontractors or agents of the other Party. Each Party shall be wholly responsible for the manner, method, details and means of performing the services

required by the terms of this MOU. Neither Party may control, direct, or supervise the other Party, or the officers, employees, subcontractors and agents of the other Party, and each Party exclusively assumes the responsibility for the acts or omissions of its officers, employees, subcontractors and agents as they relate to the services to be provided under this MOU. Each Party, and its officers, employees, subcontractors and agents, shall represent and conduct themselves as independent contractors and not as officers, employees, subcontractors or agents of the other Party, and this MOU confers on neither Party the authority to bind or obligate the other Party.

OVCDC assumes the exclusive responsibility for OVCDC's acts and the acts of the OVCDC's employees, agents, or subcontractors as they relate to services to be provided during the course and scope of this MOU.

HHS assumes the exclusive responsibility for HHS' acts and the acts of the HHS' employees, agents, or subcontractors as they relate to services to be provided during the course and scope of this MOU.

#### XI. DISPUTE RESOLUTION; MEET AND CONFER

If a dispute arises from this MOU involving the interpretation, implementation, or conflict or policy or procedures, the Parties shall meet and confer in good faith to resolve the issue within sixty (60) days. Applicable Tribal and Federal laws, regulations and policies will govern the resolution of any dispute, and State laws and policies may be used as a guide. Both Parties shall ensure that any dispute will not disrupt the delivery of services or assistance payments to Native American families, and will promptly work to resolve any disputes as follows:

- (1) As soon as practical, written notice will be provided regarding the dispute or conflict setting forth in detail the issues to be resolved.
- (2) Within 15 calendar days, the other Party will confirm receipt and respond in writing.
- (3) Within 30 calendar days, the Parties will identify the issues to be discussed during the initial meeting, which will be held in person if possible.
- (4) Within 60 calendar days, the Parties will have met and conferred in good faith to resolve the dispute. The Parties will summarize in writing the outcomes and next steps to move forward in good faith.

The Parties agree that the good faith meet and confer process is the sole means of resolving disputes arising out of this MOU. The Parties further acknowledge and confirm their good faith intent to informally resolve any issues that may arise. If the dispute cannot be resolved, the Parties may exercise their right to terminate the agreement.

#### XII. GENERAL TERMS AND CONDITIONS

- A. *Term; Annual Review.* This MOU shall become effective as of the date signed by the Parties and shall remain in effect unless amended or terminated. The Parties will meet to review this MOU annually or, if necessary and requested by the Parties, more often.

- B. *Termination.* This MOU may only be terminated with or without cause by one Party providing written notice at least sixty (60) days in advance of that Party's intent to withdraw from the MOU. Unless such notice to terminate is provided, this MOU shall continue in full force and effect. The Parties may mutually agree in writing to a longer or shorter notice period for termination.
- C. *No Assignment.* This MOU shall not be assigned in whole or in part without the prior written permission of the other Party.
- D. *Interpretation.* This MOU will not be construed for or against either Party.
- E. *Amendment.* This MOU may only be modified by the mutual written agreement of the Parties. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.
- F. *Waiver.* Failure or delay on the part of either Party to enforce any right, power, or privilege arising under or related to this MOU will not be deemed a waiver.
- G. *Savings Clause.* If any term or condition of this MOU, including incorporated documents or attachments, is found to be invalid or unenforceable, the remainder of this MOU will remain in full force and effect to the fullest extent permitted by law.
- H. *Force Majeure.* Neither Party will be liable for any delay or failure to perform where such delay or failure is due to causes beyond the control of a Party, including without limitation the following: acts of God; acts of the public enemy; acts of the United States of America, or any State, territory or political subdivision; fires; floods; epidemics; quarantine restrictions; strikes or freight embargoes.

XIII. NOTICE: Any notice given, required or permitted under this MOU shall be made in writing and sent by first class, registered mail or by personal service upon the other Party. Service by registered mail shall be deemed effective three (3) days after deposit in the United State mail, postage prepaid, addressed to the other Party as follows:

Health and Human Services Agency:

Marilyn Man, Director  
Inyo County Department of Health and Human Services  
163 May Street  
Bishop, California 93514

OVCDC:

OVBT Chair or Executive Director  
Owens Valley Career Development Center  
P.O. Box 847  
Bishop, CA 93515

With a courtesy copy sent to:  
Administration of Children and Families  
50 United Nations Plaza, Room 450  
San Francisco, CA 94102  
Attention: HUB Director

California Department of Social Services  
CalWORKs Eligibility Bureau  
744 P Street, M.S. 16-32  
Sacramento, CA 95814  
Attention: Tribal Coordinator

The Parties will provide advance notice in writing of any change in address or other contact information and, where advance notice is not possible, not to exceed ten (10) business days after any such change. The Parties may agree in writing to provide and receive notice in electronic form, such as email or facsimile, instead of, or in addition to, notice by first class or registered mail.

**XIV. ENTIRE MOU; INTEGRATION**

This MOU, including all referenced documents, represents the entire agreement and understandings between the Parties and supersedes all prior or contemporaneous negotiations, representations and agreements, whether written or oral.

**XV. SIGNATURE AUTHORITY; COUNTERPARTS**

The Parties warrant that each Party has the authority to enter into this MOU and have been duly authorized to do so. This MOU may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute the same MOU.

**XVI. TRIBAL SOVEREIGN IMMUNITY**

HHS acknowledges that OVCDC, including its Tribal TANF and other programs, is a tribal consortium, without authority to waive the sovereign immunity of any consortium member Tribe. Any waiver of the sovereign immunity of the consortium member Tribes can only be provided by the explicit written consent of the consortium member Tribe's governing body. Any waiver of the sovereign immunity of OVCDC can only be provided by the explicit written consent of the OVCDC Board of Trustees. No such waiver has been provided by the terms of this MOU, and HHS agrees that nothing contained in this MOU is or shall be construed as a waiver of the sovereign immunity of OVCDC or any consortium member Tribe.

**IN WITNESS WHEREOF**, the Parties have executed this MOU as of the date set forth below.



**OWENS VALLEY CAREER DEVELOPMENT  
CENTER**

**INYO COUNTY DEPARTMENT OF HEALTH AND  
HUMAN SERVICES**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Jeff Romero, OVBT Chairman

\_\_\_\_\_  
Marilyn Mann, HHS Director

\_\_\_\_\_  
Ryan Howard, Executive Director  
Owens Valley Career Development Center



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

- Consent     Departmental     Correspondence Action     Public Hearing
- Schedule time for     Closed Session     Informational

|                          |
|--------------------------|
| For Clerk's Use<br>Only: |
| <b>AGENDA NUMBER</b>     |
| <b>20</b>                |

**FROM:** Public Works Department

**FOR THE BOARD MEETING OF:** JUN 25 2019

**SUBJECT:** Request authorization to purchase one sewer flow meter for the Tecopa Sewer Lagoon

**DEPARTMENTAL RECOMMENDATIONS:**

Request your Board approve the purchase of one (1) sewer flow meter including associated hardware and components from Clipper Controls, Inc. of Sacramento, CA in an amount not to exceed \$12,881.90.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Tecopa Hot Springs Resort, a County-owned, concessionaire-managed RV park in the town of Tecopa Hot Springs utilizes an open sewage pit where untreated effluent is open to evaporation. As a result, noxious odors have been a significant problem for the Tecopa Hot Springs Resort, as well as other local businesses. It has been proposed that the existing pit be converted to an in-ground leach field. In order to determine the size of the proposed leach field, the actual effluent flow rates will need to be tracked for as long as one year, but especially during the peak season in the late Fall, the Winter, and early Spring months when the resort is subjected to an influx of 'Snowbirds'. The Sewer Flow Meter proposed is the method to determine the flow rates.

The Public Works Department solicited budgetary pricing for the sewer flow meter, and it was determined that the costs would exceed the \$10,000 threshold, and a Request for Proposal was generated and advertised. The bid listed below was the only response received. This proposal was for a demo unit from the distributor's showroom, at a significant savings in the vicinity of \$4000 over a new unit. I was contacted by a competitor, USCUBED, who decided to withhold their bid in the final moments. Another supplier, submitted a bid, but it was received after the bid closing.

On June 3rd, 2019, one bid was opened for the Project, one bid was received:

**Clipper Controls, Inc.**

**\$12,881.90**

**ALTERNATIVES:**

Your Board could choose not to approve the Purchase Order to **Clipper Controls, Inc.** and to go to bid a second time. The demo unit proposed would most likely not be available.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office  
County Counsel

**FINANCING:**

This project is funded by Budget# 643111-Tecopa Sewer Lagoon Phase II, Object code 5700-Construction in Progress

**APPROVALS**

|   |   |
|---|---|
| COUNTY COUNSEL:<br><i>S. Chughla</i>        | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS<br>(Must be reviewed and approved by County Counsel prior to submission to the board clerk.)<br>Approved: <u>yes</u> Date <u>6/5/19</u> |
| AUDITOR/CONTROLLER<br><i>Chris Sheppard</i> | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)<br>Approved: <u>yes</u> Date <u>6/5/19</u>                                 |
| PERSONNEL DIRECTOR                          | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br>Approved: _____ Date _____   |

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received) *[Signature]* Date: 2019.06.11

**COUNTY OF INYO  
PUBLIC WORKS DEPARTMENT**

**NOTICE INVITING BIDS**

The Inyo County Public Works Department is soliciting bids for:

**Tecopa, CA  
Sewer Flow Meter System**

Bid information and project specifications are available at no charge at the County of Inyo website at [www.inyocounty.us](http://www.inyocounty.us). Bidders who obtain bid packages over the internet must notify the county that they are plan holders. Bidders who do not notify the county that they are plan holders may not be aware of any addenda that are issued.

**Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title:**

**Tecopa, CA  
Sewer Flow Meter System Project**

To be considered, bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:30 P.M. on June 3, 2019 (Bid Deadline) at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

**General Work Description:**

Purchasing Preference: Inyo County contracting preferences apply to this purchase. The county provides a preference to small and local businesses in accordance with Ordinance 1156 2,2010

Minimum System Requirements:

Meter system shall be capable of measuring flow in a 6" flow line in a manhole base.

Meter system shall be capable of measuring flow between 0 and 50,000 Gallons per Day.

Meter system shall include a data storage device located outside of the manhole assembly in a County furnished weather and vandal proof enclosure. Inyo County personnel will collect the data periodically using a USB (Thumb) Drive.

Meter system shall include all hardware, equipment, materials, cabling, software, and documentation, to allow installation in a manhole enclosure.

Meter system sensor mounting hardware shall be stainless steel.

Meter system shall provide non-contact velocity and level measurement, be capable of taking multiple velocity measurements below the surface, and measure flows when velocities are as low as 0.2 feet per second.

Meter system shall be mounted above the effluent stream but capable of being submerged without component damage.

Meter system shall provide single or multiple point measurement below the liquid surface.

Proposals for Demonstration or Factory Conditioned Units are acceptable as an Alternate Line Item

Bids shall be broken down according to the following five line items:

- 1) Signature LaserFlow System, 32.8 ft cable ISCO Part Number 684360060 Includes base meter 624300005, TIENet 360 Laser Flow sensor with built-in ultrasonic level sensor and 32.8 ft (10 M) cable, instruction manual, pocket guide, and coupon for ISCO Open Channel Flow Meter Handbook. (or EQUAL)
- 2) ISCO Laser Flow Sensor Mounting Hardware Manufacturer Part Number 604364003 Permanent wall mount for TIENet 360 Laser Flow sensor. (or EQUAL)
- 3) Solar Panel with bracket, 40 watt Teledyne ISCO Part Number 605314347 SPA 1347 for use with customer supplied battery, 100 amp-hour or greater recommended. Includes pole mount bracket and 5/16<sup>th</sup>-inch terminal lugs for connection to lead acid battery. (or EQUAL)
- 4) Connect cable for external 12 VDC source, 25 feet long. Teledyne ISCO Part Number 605304921 (or EQUAL)
- 5) Daily cost for field service installation and startup service.

| Line Item | Description         | Base Price | Sales Tax | Total   |
|-----------|---------------------|------------|-----------|---------|
| 1         | Signature LaserFlow | 8812.50    | 682.97    | 9495.47 |
| 2         | Laserflow Mounting  | 500.25     | 38.76     | 539.02  |
| 3         | Solar Panel, 40w    | 1105.00    | 85.64     | 1190.64 |
| 4         | Connect Cable       | 145.50     | 11.28     | 156.78  |
| 5         | Daily field service | 1500.00    |           |         |

539.02  
GLW

Minimum insurance requirements for on-site installation and start-up service must be met. Subcontractors to responsive vendors subject to prior approval by County of Inyo

Bid Requirements:

The bid shall reference and include all documentation necessary to demonstrate minimum requirements are met. The bid cost shall be the total cost of the sewer flow meter system, including all applicable taxes and fees, warranty, and software licensing information, tax and shipping to County office in Independence, CA.

If small business contracting preference is claimed, bid shall be accompanied by the bidders California Small Business number. If local business contracting preference is claimed, bid shall be accompanied with the attached form, completed by bidder.

Technical questions related to project work, site conditions, or other related inquiries should be directed to Greg Waters of the Public Works Department at [gwaters@inyocounty.us](mailto:gwaters@inyocounty.us).

This bid was received on May 30, 2019  
 20 19  
 ATTEST: Clint Quilter, Administrative Officer  
 and Clerk of the Board Inyo County, California  
 By \_\_\_\_\_ Assistant





Tel: (415) 808-AHOY  
clippercontrols.com

660 Bercut Drive

Sacramento, CA 95811



Inyo County Clerk of the Board of Supervisors

P.O. Box N

Independence, CA 93526

**Attn: BID**

**Tecopa, CA**

**Sewer Flow Meter System Project**

CLERK OF THE BOARD  
ADMINISTRATOR  
INYO COUNTY

2019 MAY 30 PM 1:24

RECEIVED



# QUOTATION

|                              |  |                               |                                  |
|------------------------------|--|-------------------------------|----------------------------------|
| <b>To</b>                    |  | <b>Please Issue PO To</b>     | <b>Quote #</b> CCIQ21841-01      |
| Travis Dean                  |  |                               | <b>Date</b> 2019.05.28           |
| Inyo County Public Works     |  | Clipper Controls Inc.         | <b>Valid</b> 60 Days             |
| 168 N Edwards St, / PO Box Q |  | 660 Bercut Drive              | <b>Delivery</b> 3-5 weeks        |
| Independence CA 93526        |  | Sacramento CA 95811           | <b>Payment</b> NET 30 OAC        |
|                              |  | T(415)808-AHOY F(415)808-2470 | <b>Shipping</b> Pre-Paid & Added |
| <b>Project</b>               |  | AHOY@ClipperControls.com      | <b>FOB</b> Factory               |
| Tecopa, CA                   |  |                               | <b>Engineer</b> Robert DiNatale  |
| Sewer Flow Meter System      |  |                               |                                  |

You will need to purchase a 100 amp-hr battery or greater, locally.  
 You will need to purchase a steel box with a door to mount the battery and a pole to mount the solar panel nearby the manhole.  
 You may need to purchase an upgrade to your Isco Flolink Software. Please advise Clipper Controls on your version of Flolink.  
 Clipper Controls will provide a 120 days of warranty from the day of installation.

| Item | Qty | Description   | Unit Price | Ext Price  |
|------|-----|---|------------|------------|
| 1    | 1   | Signature® LaserFlow System, 32.8 ft cable<br>ISCO Part Number: 684360060<br>Includes base meter 624300005, TIENet 360 LaserFlow sensor with built-in ultrasonic level sensor and 32.8 ft (10 m) cable, instruction manual, pocket guide, and coupon for Isco Open Channel Flow Meter Handbook. The price will change as configured options are added to meet customer specifications. Configured options may include mounting hardware, cable lengths, power, I/O, interfaces, communication, totalizer, and rain gauge connector.<br><br>The Signature® LaserFlow system uses a non-contact TIENet® laser Doppler sensor to measure liquid velocity. This sensor has an integral non-contact ultrasonic level sensor to measure liquid level. Flow rate and total flow data is then calculated from the measured liquid level and velocity which is then stored in flash memory. Data can be viewed from the 320 by 240 pixel display, or retrieved from the front panel USB port or transmitted via communication options such as an internal cellular modem or Ethernet. Flowlink software (5.10.6 or newer) is recommended if data analysis and advanced reporting is required. This TIENet®-capable flow meter can be expanded with up to nine TIENet devices such as redundant measurement devices, water quality parameter sensors, sampler interfaces, and analog outputs. | \$8,812.50 | \$8,812.50 |
| 2    | 1   | ISCO LaserFlow Sensor Mounting Hardware<br>Manufacturer Part Number: 604364003<br>Permanent wall mount for TIENet™ 360 LaserFlow™ sensor.   | \$500.25   | \$500.25   |
| 3    | 1   | Solar Panel with bracket, 40 watts<br>Part Number: 605314347<br>Manufacturer: Teledyne ISCO<br>SPA 1347. for use with customer supplied battery; 100 amp-hour   | \$1,105.00 | \$1,105.00 |



| Item | Qty | Description   | Unit Price | Ext Price  |
|------|-----|---|------------|------------|
|      |     | terminal lugs for connection to lead acid battery. Does not include a 12 VDC connect cable from the battery to an Isco device. Refer to connect cables 60-1394-023, 60-5314-189, or 60-5304-921 to power Isco devices excluding 2100 modules.   |            |            |
| 4    | 1   | Connect cable for external 12 VDC source, 25 feet long.<br>Manufacturer: Teledyne ISCO<br>Part Number: 605304921<br>Manufacturer: Teledyne ISCO<br>SPA 921. GLS/3700/6700/Signature Portable Custom Length Connect cable for external 12 VDC source via ring terminals. Cable for powering portable Isco sampler or flow meters from an external 12 VDC source, such as an automotive or deep-cycle marine battery. Terminates in 5/16" terminals for direct connection to external battery. For use with Isco GLS, 3700, 6100, 6700 Series portable samplers and Signature Portable flow meters. Remember to specify the length of this product. Max length is 50 ft. Appropriate for 40W and 110W solar panels. Contact SPA department for details regarding connection to 5800/4700 refrigerated sampler with battery backed input. For different lengths add or subtract \$2.18 per foot from 10 foot base price. | \$145.50   | \$145.50   |
| 5    | 1   | Clipper Controls Field Service<br>Daily Service<br>Installation and Startup Assistance  | \$1,500.00 | \$1,500.00 |

Please contact me if I can be of further assistance.

**Total \$12,063.25**

Should we be favored with an order, please address PO to:

Clipper Controls Inc.  
660 Bercut Drive  
Sacramento CA 95811

Orders@ClipperControls.com or Fax (415) 808-2470

~~FTAX~~ 818.65  


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\$ 12,881.90  
GLW

**Quotation Notes (unless specified otherwise above)**

1. Tax (sales, use, or excise) is not included.
2. Shipping Charges are not included.
3. Only manufacturer's standard documentation is included.
4. Prices are applicable only to quantities shown.
5. Material compatibility and selectable dimensions are customer's responsibility.
6. Clipper Controls Inc. and or manufacturer's terms & conditions apply depending on PO addressee. Our terms & conditions are posted on [www.ClipperControls.com](http://www.ClipperControls.com).
7. Fees charged for cancelled or returned orders.
8. A 4% surcharge will be added for payments made with a credit card.
9. Sale is subject to compliance with US Export Control laws.
10. Field start-up and field training is not included in the quoted price. We do offer this service,

Thank you for this opportunity, and we look forward to supplying you with these quality products and services.

***Suzanne Pippin***


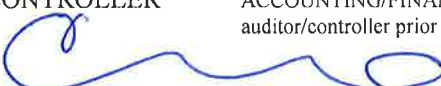
*Engineer*



**OTHER AGENCY INVOLVEMENT:** The Auditor's Office to make payments to the contractor after the contract is awarded; County Counsel has reviewed and approved the contract documents.

**FINANCING:**

This project is funded by the Road Department Budget 034600, object code 5700 Construction in Progress. The project is 75% reimbursable through California OES.

| APPROVALS          |  |
|--------------------|--|
| COUNTY COUNSEL:    | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS<br>(Must be reviewed and approved by County Counsel prior to submission to the board clerk.)<br> Approved: <u>yes</u> Date <u>6/10/19</u> |
| AUDITOR/CONTROLLER | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)<br> Approved: <u>yes</u> Date <u>6/12/2019</u>                               |
| PERSONNEL DIRECTOR | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br>Approved: <u>N/A</u> Date _____   |

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)



Date: 2019.06.13

**CONTRACT  
BY AND BETWEEN  
THE COUNTY OF INYO  
and**

**QUALCON CONTRACTORS, INC., CONTRACTOR**

**for the**

**BIRCHIM LANE OVERLAY PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, June 25, 2019, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and **QUALCON CONTRACTORS, INC.** (hereinafter referred to as "CONTRACTOR"), for the construction or removal of **BIRCHIM LANE OVERLAY PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

**1. SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions listed on Exhibit "A" within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: **BIRCHIM LANE OVERLAY PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within 15 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

**3. PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: **FOUR HUNDRED THIRTY SIX THOUSAND, SEVEN HUNDRED FORTY** dollars (**\$436,740.00**), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

**4. ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and

c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

**5. STANDARD OF PERFORMANCE.** Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

**6. INDEPENDENT CONTRACTOR.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

**7. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

**8. CLAIMS RESOLUTION.** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

**9. INSURANCE INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

**10. POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

**11. COMPLIANCE WITH ALL LAWS.**

**Performance Standards:** Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support

obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

**12. LICENSES.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

**13. PREVAILING WAGE.** Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to submit certified payroll to County and comply with the Department of Industrial Relations regulations in submitting the certified payroll.

**14. CONTROLLING LAW VENUE.** This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

**15. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.



If to County: County of Inyo  
Public Works Department  
Attn: Michael Errante, Director of Public Works  
168 N. Edwards  
PO Drawer Q  
Independence, CA 93526

If to Contractor: Qualcon Contractors, Inc.  
Attn: Pierre Ithurburu  
PO Box 2889  
Minden, NV 89423

16. **AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.
17. **WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
18. **TERMINATION.** This Contract may be terminated for the reasons stated below:  
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or  
b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or  
c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.
19. **TIME IS OF THE ESSENCE.** Time is of the essence for every provision in this Contract.
20. **SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.
21. **CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

22. **ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.

23. **EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

24. **ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

**COUNTY**

COUNTY OF INYO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

QUALCON CONTRACTORS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

*Drace Church*  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

*[Signature]*  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

*[Signature]*  
County Risk Manager

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---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

COUNTY OF INYO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CONTRACTOR

QUALCON CONTRACTORS, INC.

By: Pierre D. Jthurbubu

Name: PIERRE D. JTHURBUBU

Title: PRESIDENT

Dated: 6-18-19

APPROVED AS TO FORM AND LEGALITY:

Drace Church  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

[Signature]  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]  
County Risk Manager

22. **ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.

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---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

**COUNTY**

COUNTY OF INYO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

QUALCON CONTRACTORS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

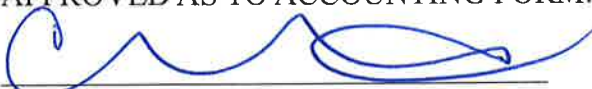
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**BID ITEM LIST  
BIRCHIM LANE OVERLAY PROJECT**

**BIDDER'S COMPANY NAME:** Qualcon Contractors, Inc.

**ABBREVIATIONS:** CY = CUBIC YARD      CMA = COLD MIX ASPHALT

LS = LUMP SUM      SY = SQUARE YARD

| ITEM NO. | DESCRIPTION                       | UNIT MEAS | EST. QUANTITY | UNIT PRICE               | TOTAL DOLLARS             |
|----------|-----------------------------------|-----------|---------------|--------------------------|---------------------------|
| 1        | MOBILIZATION                      | LS        | 1             | \$ 45,000. <sup>00</sup> | \$ 45,000. <sup>00</sup>  |
| 2        | CONSTRUCTION AREA SIGNS           | LS        | 1             | \$ 5,000. <sup>00</sup>  | \$ 5,000. <sup>00</sup>   |
| 3        | TRAFFIC CONTROL                   | LS        | 1             | \$ 15,000. <sup>00</sup> | \$ 15,000. <sup>00</sup>  |
| 4        | REMOVE EXISTING PAVEMENT MARKINGS | SY        | 9             | \$ 160. <sup>00</sup>    | \$ 1,440. <sup>00</sup>   |
| 5        | APPLY PAVEMENT MARKINGS           | SY        | 18            | \$ 75. <sup>00</sup>     | \$ 1,350. <sup>00</sup>   |
| 6        | CMA - SC3000, 1/2"                | TON       | 2400          | \$ 148. <sup>00</sup>    | \$ 355,200. <sup>00</sup> |
| 7        | SHOULDER BACKING                  | CY        | 50            | \$ 275. <sup>00</sup>    | \$ 13,750. <sup>00</sup>  |

TOTAL BID (IN NUMBERS) \$ 436,740.<sup>00</sup>

TOTAL BID (IN WORDS) FOUR HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED FORTY DOLLARS AND ZERO CENTS

REVIEWED AND CHECKED BY: *Greg J. Walter*  
(For County Use)

**TIME OF COMPLETION:**

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California), the undersigned bidder has set forth below the full name, and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications to which the attached bid is responsive, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent of the prime contractor's total bid, or \$10,000.00, whichever is greater.

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the awarding authority, setting forth the facts constituting the emergency or necessity.

If no subcontractors are to be employed on the project, enter the word "NONE".  
(Use additional pages if necessary)

| BID ITEM NO. | DESCRIPTION OF WORK                  | % OF TOTAL CONTRACT   | SUBCONTRACTOR'S NAME, ADDRESS, AND PHONE NO.                             | LICENSE TYPE AND NUMBER | CA DIR REGISTRATION NO |
|--------------|--------------------------------------|-----------------------|--|-------------------------|------------------------|
| 2, 3         | CONSTRUCTION AREA SIGNS AND FLAGGING | 3.02%<br>2.99%<br>PDT | FORCE TRAFFIC CONTROL<br>PO Box 1107, EUREKA, CA 93921<br>(554) 786-9856 | C-31<br>790502          | 1000005321             |
|              |                                      |                       |  |                         |                        |
|              |                                      |                       |  |                         |                        |
|              |                                      |                       |  |                         |                        |
|              |                                      |                       |  |                         |                        |
|              |                                      |                       |  |                         |                        |
|              |                                      |                       |  |                         |                        |
|              |                                      |                       |  |                         |                        |

Pierre D. Ithurburu  
(Signature of Authorized Person)

President  
(Title)

Pierre D. Ithurburu  
(Printed Name)

5-21-19  
(Date)

ATTACHMENT 1

BIRCHIM LANE OVERLAY PROJECT

FAITHFUL PERFORMANCE BOND  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_ as Principal, hereinafter "Contractor,"  
(Name of Contractor)

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Oblige, hereinafter called County, in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated \_\_\_\_\_, 20\_\_\_\_, entered into an Contract with the County for the Construction of the **BIRCHIM LANE OVERLAY PROJECT** (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

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Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.**

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

County of Inyo  
224 North Edwards Street, P.O. Box N  
Independence, California 93526

ATTACHMENT 2

BIRCHIM LANE OVERLAY PROJECT

LABOR AND MATERIALS PAYMENT BOND  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ as Principal, hereinafter "CONTRACTOR,"

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_ .\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated \_\_\_\_\_, 20\_\_\_\_, entered into an Contract with the County for the construction of the **BIRCHIM LANE OVERLAY PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

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Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).**

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:**

**County of Inyo  
224 N. Edwards, P.O. Box N  
Independence, California 93526**

**EXHIBIT A**

**SPECIAL PROVISIONS**

**FOR**

**BIRCHIM LANE OVERLAY PROJECT**

**BISHOP, CA**

# BIRCHIM LANE OVERLAY PROJECT

PROJECT NO. TR-17-034A

SPECIAL PROVISIONS

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## STANDARD PLANS LIST

The Standard Plan sheets applicable to this Contract include those listed below. The applicable Revised Standard Plans (RSP's) listed below are available at the following website:  
[http://www.dot.ca.gov/hq/esc/oe/project\\_plans/HTM/stdplns-US-customary-units-new15.htm](http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-US-customary-units-new15.htm)

|       |  |
|-------|--|
| A77L2 | Midwest Guardrail System - Standard Railing Section (Steel Post with Notched Wood or Notched Recycled Plastic Block) |
| A77I3 | Metal Beam Guard Railing - Reconstruct Installation  |
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| A87B  | Hot Mix Asphalt Dikes  |

Birchim Lane Overlay Project– Special Provisions



**INYO COUNTY PUBLIC WORKS DEPARTMENT  
BIRCHIM LANE OVERLAY PROJECT  
Project Number TR-17-034A**

**SPECIAL PROVISIONS**

**DIVISION 1 – GENERAL PROVISIONS**

**SECTION 1: GENERAL**

**1-1.01 GENERAL**

Unless otherwise stated, the work embraced herein shall be done in accordance with the Inyo County Standard Specifications and Standard Plans, dated 2015, the California Department of Transportation Standard Specifications and Standard Plans, dated 2015, and the current Manual of Uniform Traffic Control Devices, insofar as the same may apply, and in accordance with the following Special Provisions. Copies of the Inyo County Standard Plans and Standard Specifications may be obtained on the Inyo County website under Public Works ([www.inyocounty.us/county\\_directory.htm](http://www.inyocounty.us/county_directory.htm)), the Caltrans Standard Plans and Standard Specifications and the Manual of Uniform Traffic Control Devices may be obtained from the Department of Transportation. Copies are also available for review at the Inyo County Road Department.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specification is revised" or the term "Standard Specifications are revised" is used in the Special Provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such revisions and the Standard Specifications, the revisions shall take precedence over and be used in lieu of the conflicting portions.

**1-1.07 DEFINITIONS**

All definitions and terms in **Section 1-1.07B, "Glossary,"** of the Standard Specifications shall apply, except whenever the following terms or pronouns are used, the intent and meaning shall be as follows:

- a) Admitted Surety Insurer, Corporate Surety: A corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code.
- b) Bid Book: The Bid Package as described below.

- c) Bid Package: The Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Department of Transportation Standard Specifications, dated 2010, Department of Transportation Standard Plans, dated 2010, Special Provisions, and Plans obtained from Owner or Owner's agent and relating to this project.
- d) Bid Proposal: The written offer of a bidder to perform the specified work in accordance with the Contract Documents, made out on the Bid Proposal forms furnished by the County of Inyo.
- e) Days, Calendar Days: Unless otherwise specified, days, or calendar days, means each and every day shown on the calendar, Saturdays, Sundays and holidays included.
- f) Contract Documents: The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the Owner and Contractor which amend or change the Contract, including but not limited to, contract change orders. These documents are identified in the Contract as component parts.
- g) Contractor: Party awarded bid contract by owner.
- h) County: The County of Inyo, State of California. See also "Owner."
- i) Department: The Department of Public Works (Roads) of the County of Inyo.
- j) Director: The Director of Public Works of the County of Inyo.
- k) Department of Transportation: The Department of Public Works (Roads) of the County of Inyo, also referred to as the County; except, where Department of Transportation publications are cited, such citations are to remain as written and refer to the State of California, Department of Transportation.
- l) Engineer: The Director of Public Works of the County of Inyo, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
- m) Laboratory: The Laboratory of the Department of Public Works (Roads) or other laboratories authorized by the Department of Public Works (Roads) of the County of Inyo to test materials and work involved in the Contract.
- n) Owner: The County of Inyo, State of California.
- o) Manual of Uniform Traffic Control Devices: The current State of California Department of Transportation publication entitled *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD) administered by the Federal Highway Administration.
- p) Project: The erection, construction, alteration, repair or improvement of any structure, building, road, or other type improvement of any kind, which is required directly or indirectly by the Contract.
- q) State: State of California.
- r) **State Contract Act: Chapter 1, Division 2 of the Public Contract Code.** This contract is not subject to the provisions of this Act, except for language of said act that is specifically incorporated into this Contract by reference.

- s) Working Days: Any day, except Saturdays, Sundays, and legal holidays (as identified in **Section 1-1.07B** of the Department of Transportation Standard Specifications), and days on which the Contractor is specifically required by the Contract Documents to suspend construction operations.

## **SECTION 2: BIDDING**

The bidder's attention is directed to the provisions in **Section 2, "Bidding,"** of the Inyo County Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the preparation of the Proposal Form and the submission of the bid.

### **2-1.01 GENERAL**

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

- a. In accordance with **Public Contract Code Section 7106**, a Non-Collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-Collusion Affidavit.
- b. **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)** provides as follows:

Any state agency may suspend, for a period of up to three years from the date of conviction, any person from bidding upon, or being awarded, a public works or services contract with the agency under this part or from being a Subcontractor at any tier upon the Contract, if that person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any Public Works Contract, as defined in **Section 1101**, with any public entity, as defined in **Section 1100**, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University. A state agency may determine the eligibility of any person to enter into a Contract under this article by requiring the person to submit a statement, under penalty of perjury, declaring that neither the person nor any Subcontractor to be engaged by the person has been convicted of any of the offenses referred to in this Section within the preceding three years.

A form for the statement required by **Section 10285.1** is included in the Proposal.

- c. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of

this contract or such other remedy, as the recipient deems appropriate. **Each subcontract signed by the bidder must include this assurance.**

- d. **Federal Lobbying Restrictions** Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid Package. Standard Form LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included the section of the Bid Package entitled "Non-Lobbying Certification for Federal-Aid Contracts." Signing the Bid Package shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

**2-1.06 BID DOCUMENTS-** The Standard Specifications is amended to read:

The Bid Book is bound in a book together with the Notice Inviting Bids, Contract and Bond Forms entitled "Bid Package."

The remainder of Section 2-1.06, "Bid Documents," of the Standard Specifications is deleted.

**2-1.10 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS-** The Standard Specifications is amended to read:

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On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number.
4. Portion of work it will perform. Show the portion of the work by:
  - 4.1. Bid item numbers for the subcontracted work
  - 4.2. Percentage of the subcontracted work for each bid item listed
  - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE subcontractors after opening of the proposals.

**2-1.33B ELECTRONIC BIDS** – The Standard Specifications is amended to read:

Electronic bids will not be accepted.

### **SECTION 3: CONTRACT AWARD AND EXECUTION**

The bidder's attention is directed to the provisions in **Section 3, "Contract Award and Execution,"** of the Inyo County Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of the Contract.

#### **3-1.01 GENERAL**

The award of the contract, if it is awarded, will be to the lowest **responsible** bidder whose proposal complies with all the requirements prescribed.

**3-1.04 CONTRACT AWARD** – The Standard Specifications is amended to read:

1. The right is reserved to reject any and all proposals.
2. The award of the Contract, if it is awarded, will be to the lowest, responsible, responsive bidder whose proposal complies with all the requirements prescribed. Whenever possible, such award, if made, will be made within 30 days after the opening of the proposals. However, failure of the County to make award within 30 days after the opening of the proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 10 calendar days of receipt of the Contract, as further described in **Section 3-1.18, "Contract Execution,"** of the Standard Specifications.
3. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

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The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the county so that it is received within 10 working days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Inyo County Public Works Department  
P.O. Drawer Q  
168 North Edwards Street  
Independence, California 93526  
Attn: Director of Public Works  
760-878-0201

**3-1.05 CONTRACT BONDS** – The Standard Specifications is amended to read:

Contractor shall provide the following Surety Bonds:

1. A performance bond.
2. A payment bond.

The payment bond and the performance bond shall be in a sum equal to the contract price.

Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

**3-1.06 CONTRACTOR LICENSE** – The Standard Specifications is amended to read:

The successful bidder must be properly licensed as required by law and consistent with the Contract Documents, at the time the contract is awarded. Such license shall be a current California Class A Contractor's license or a combination of all of the specialty classifications that will be required for the complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

## **SECTION 5: CONTROL OF WORK**

The bidder's attention is directed to the provisions in **Section 5, "Control of Work,"** of the Inyo County Standard Specifications and these Special Provisions.

**5-1.13 SUBCONTRACTING** – The Standard Specifications is amended to read:

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code 4100 et seq., the County may exercise the remedies provided under Public Contract Code 4110. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code 4111.

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The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Business and Professions Code 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and do not again use a subcontractor who fails to prosecute the work satisfactorily.

**5-1.27B RECORDS RETENTION** Add the following to the Standard Specifications:

For the purpose of determining compliance with **Public Contract Code, Section 10115 et.seq.** and **Title 21, California Code of Regulations, Chapter 21, Section 2500 et.seq.**, when applicable, and all other matters connected with the performance of the Contract pursuant to **Government Code Section 8546.7**, the Contractor, subcontractors, and the County shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the Contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period for three years from the date of final payment under the Contract. The County, the State Auditor, or any duly authorized representative of the State government shall have access to any books, records, and documents of the Contractor that are pertinent to the Contract for purpose of audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

**5-1.32 AREAS FOR USE** – The Standard Specifications is amended to read:

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

Areas available for the use of the Contractor are designated on the plans. Use of the Contractor's work areas and other County property shall be at the Contractor's own risk, and the County shall not be held liable for damage to or loss of materials or equipment located within these areas.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other County property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in **Section 4-1.13, "Cleanup,"** of the Standard Specifications.

## **SECTION 6: CONTROL OF MATERIALS**

**6-1.04 BUY AMERICA** – Add the following to the Standard Specifications:

Birchim Lane Overlay Project– Special Provisions

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in **Section 6-3.05E, "Certificates of Compliance"** of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

## **6-2.02 QUALITY CONTROL**

The bidder's attention is directed to the provisions in **Section 6-2.02, "Quality Control"** of the Standard Specifications for details on the Quality Control Program requirements.

## **SECTION 7: LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

The bidder's attention is directed to the provisions in **Section 7, "Legal Relations and Responsibility to the Public,"** of the Inyo County Standard Specifications and these Special Provisions.

**7-1.02I(2) NONDISCRIMINATION.** Attention is directed to the following Notice that is required by **Chapter 5 of Division 4 of Title 2, California Code of Regulations.**

### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause" set forth in **Section 7-1.02I(2), "Nondiscrimination,"** of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more:

1. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex.

Birchim Lane Overlay Project– Special Provisions



Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall also comply with the provisions of the **Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.)** and the applicable regulations promulgated thereunder (**Cal. Code of Reg., Title. 2, Section 7285.0 et seq.**).

The applicable regulations of the **Fair Employment and Housing Commission** implementing **Government Code, Section 12990**, set forth in **Chapter 5 of Division 4 of Title 2 of the California Code of Regulations** are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This Contract shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

**STANDARD CALIFORNIA NONDISCRIMINATION CLAUSE CONSTRUCTION  
CONTRACT SPECIFICATIONS (GOVERNMENT CODE, SECTION 12990)**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:

a. "Administrator" means Administrator, Office of Compliance programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;

b. "Minority" includes:

- i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
- ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish derived culture or origin regardless of race);
- iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
- iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

2. Whenever the Contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this Contract, either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California (Nondiscrimination) Construction Contract Specifications, either directly or through incorporation by reference.

3. The Contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through 6(e) of these specifications.

Birchim Lane Overlay Project– Special Provisions

4. Neither the provision of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, **Government Code, Section 12990**, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees after the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Deleted
  - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment, and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - d. Ensure that all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rate of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
  - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations.

The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.

8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104 (b) of this Chapter shall create a rebuttal presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status, or age over 40.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP, and to keep records. Records for each employee shall at least include the employee's name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

**NOTE:** Authority cited: **Sections 12935 (a) and 12990 (d), Government Code. Reference: Section 12990, Government Code.**

#### **7-1.02K      LABOR CODE**

Attention is directed to **Section 7-1.02K(2), "Wages,"** of the Standard Specifications.

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Pursuant to **Section 1773 of the Labor Code**, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced, but not printed, in said publication. These general prevailing wage rates are not included in the Proposal and Contract for the project, but are available at the offices of the Inyo County Public Works Department or the California Department of Industrial Relations web site at <http://www.dir.ca.gov>. Changes, if any, to the general prevailing wage rates will be available at the same locations.

The prevailing wage rates determined by the Director of Industrial Relations refer to expiration dates. If the wage determination does not refer to a predetermined wage rate to be paid after the expiration date, said wage determination shall be in effect for the life of this Contract. If the wage determination refers to a predetermined wage rate to become effective upon expiration of the wage determination and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the balance of this Contract. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

**Replace the 4th paragraph of section 7-1.02K(3):**

Submit certified payroll and your signed contractor's acknowledgement to the Engineer.

**Delete 5th and 6th paragraphs of section 7-1.02K(3).**

**7-1.04 PUBLIC SAFETY**

The Contractor shall provide for the safety of traffic and the public in accordance with the provisions of **Section 7-1.04, "Public Safety,"** of the Standard Specifications. In addition to any other measures taken by the Contractor pursuant to the provisions of **Section 7-1.04, "Public Safety,"** of the Standard Specifications, the Contractor shall install temporary railing (Type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

1. Excavations. The near edge of the excavation is 12 feet or less from the edge of the lane, except:
  - a. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - b. Excavations less than one foot deep.
  - c. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
  - d. Excavations parallel to a lane for the purpose of pavement widening or reconstruction.

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- e. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal:vertical)
  - f. Excavations protected by existing barrier or railing.
2. **Temporarily Unprotected Permanent Obstacles.** Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
  3. **Storage Areas.** Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of temporary railing (Type K), installed in accordance with the requirements in this section shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in **Section 12-3.08, "Type K Temporary Railing,"** of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2002 Standard Plan T3, may be used. Temporary railing (Type K) that was fabricated prior to January 1, 1993, and conforms to 1988 Standard Plan B11-30, may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

| Approach Speed of<br>Public Traffic<br><u>(Posted Limit - MPH)</u> | <u>WORK AREAS</u>  |
|--|--|
| Over 45  | Within 6 feet of a traffic lane but not on a traffic lane. |
| 35 to 45   | Within 3 feet of a traffic lane but not on a traffic lane. |

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane; however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved or positioned over public traffic or pedestrians.

Full compensation for conforming to the requirements in this section "Public Convenience and Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

#### **7-1.05 INDEMNIFICATION**

The Standard Specifications is amended to read:

Contractor shall defend, indemnify and hold harmless the County, its agents, officers, employees, and volunteers from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Contract by the Contractor, or Contractor's agents, officers or employees. Contractor's obligation to defend, indemnify and hold the County, its agents, officers, employees, and volunteers harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Excepting only those liabilities, claims, and damages caused solely and exclusively by the active fault or negligence of the County, the Engineer, or their officers, agents, employees, or volunteers, the Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense or other cost which is caused in whole or in part by any act or omission of the Contractor or any of its subcontractors or the agents, employees, suppliers, or material men of any of them or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify and hold the County, its agents, officers, employees, and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract for the Contractor to procure and maintain a policy of insurance coverage.

#### **7-1.06 INSURANCE**

**Add to Section 7-1.06A:**

**Bidders' attention is directed to the insurance requirements indicated below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of insurance certificates and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the Contract.**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance is included in the Contractor's Bid.

Nothing contained in the insurance requirements applicable to the Contract pursuant to this Contract will be construed as limiting the liability of the Contractor or the Contractor's Sureties.

**Replace sections 7-1.06B through 7-1.06I with:**

**7-1.06B Minimum Scope of Insurance**

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owner's and Contractor's Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
5. Surety bonds as described below.

**7-1.06C Minimum Limits of Coverage – Maintain limits of no less than:**

1. General Liability (including operations, products, and completed operations): \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be \$5,000,000 or higher.  
If any earthwork, including, but not limited to: road work, excavation, footings, slabs, trenching, digging, etc., is required, the policy or other form of coverage shall include coverage for damage and injury caused by explosion, blasting, collapse, structural injuries, or damage to underground utilities.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Worker's Compensation: As required by the State of California.
4. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
5. Course of Construction: Not required.

**7-1.06D Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**7-1.06E Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on

behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy

2. For any claims related to the project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

#### **7-1.06F Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Unless otherwise acceptable to the county. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

#### **7-1.06G Verification of Coverage**

Furnish the County with original certificates and amendatory endorsements affecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements must be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the county's forms, the Contractor's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications. All certificates and endorsements are to be received and approved by the County before work commences by mailing or delivering the same to the County of Inyo, Attention: Risk Manager, P. O. Drawer "N", Independence, California 93526. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the specifications, at any time.

#### **7-1.06H Waiver of Subrogation**

Contractor hereby agrees to waive subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the county for all work performed by the Contractor, its employees, agents, and subcontractors.

#### **7-1.06I Subcontractor**

The Contractor must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

The following insurance requirements are added to each section of the Standard Specifications:

**7-1.11E TITLE VI ASSURANCES** – Add the following section to the Standard Specifications:

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During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- 1 Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- 2 Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- 3 Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4 Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- 5 Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- 6 Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## **SECTION 8: PROSECUTION AND PROGRESS**

The bidder's attention is directed to the provisions in **Section 8, "Prosecution and Progress,"** of the Inyo County Standard Specifications and these Special Provisions.

### **8-1.03 PRE-CONSTRUCTION CONFERENCE – The first paragraph of this section in the Standard Specifications is amended to read:**

Prior to issuance of the Notice to Proceed, a pre-construction conference will be held, at a location to be determined, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference should include all major superintendents for the work and may include subcontractors.

### **8-1.04B STANDARD START – The Standard Specifications is amended to read as set forth in (a) through (f) below:**

- a. As execution of the agreement by the County is a matter of public record, the Contractor will be considered to have received actual notice of the date that the agreement is executed by the County on the date that the agreement is so executed. The County may, but is not required to, send written notice of the execution date to the Contractor.
- b. The County shall thereafter send the written Notice to Proceed to the Contractor as otherwise provided in this Agreement.
- c. The Contractor shall begin work within fifteen (15) working days after the date on which the Contractor receives the Notice to Proceed.
- d. For the purposes of determining the Contractor's compliance with the time limits for completion of the Project pursuant to the Agreement, the Contractor's first working day shall be deemed to be the fourteenth (14th) working day after the date on which the Contractor receives the Notice to Proceed.
- e. The Notice to Proceed shall be issued by the County not less than fifteen (15) nor more than thirty (30) calendar days after the receipt from the Contractor of satisfactory Labor and Materials Payment Bonds, Faithful Performance Bonds, Certificates of Insurance, and other documents as required by law and the Contract.

- f. The Contractor may start jobsite activities prior to receiving the notice of Contract approval if all of conditions stated below are met and as approved by the County:
- (1) Deliver the signed Contract, bonds, and evidence of insurance to the Department
  - (2) Submit a 72-hour notice
  - (3) Obtain an encroachment permit from the Department
  - (4) Receive the Department's authorization to start
  - (5) Perform work at your own risk
  - (6) Perform work under the Contract

**8-1.05 TIME** – Add the following to the Standard Specifications

The Contractor shall diligently prosecute the project to completion before the expiration of **five (5) weeks** after the date that is deemed to be Contractor's first working day.

**8-1.10 LIQUIDATED DAMAGES** – The Standard Specifications is amended to read:

The Contractor shall pay to the County of Inyo the sum of **\$2,000.00 per day** for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

**SECTION 9: PAYMENTS**

The bidder's attention is directed to the provisions in **Section 9, "Payments,"** of the Inyo County Standard Specifications and these Special Provisions.

**9-1.03 SCOPE PAYMENT** – amend the last sentence of this section to read:

**Prompt Progress Payment to Subcontractors:** A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**9-1.07A PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS – GENERAL**

Replace "Department's" in the 5th paragraph of section 9-1.07A with:

Caltrans

**9-1.16 PROGRESS PAYMENTS** – Add the following to the Standard Specifications:

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No partial payment will be made for any materials on hand that have been furnished but not incorporated into the work.

The Contractor's attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in **Business and Professions Code, Sections 7028.15(a) and 7031.**

**9-1.16E WITHHOLDS** – Add the following to the Standard Specifications

The Contractor's attention is directed to **Public Contract Code Section 10263, "Withheld payments; substitution of securities for moneys; escrow; interest,"** which reads as follows:

- a. Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the State Treasurer or a state or federally chartered bank in California, as the escrow agent, who shall then pay the moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.
- b. Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent. The contractor may direct the investment of the payment into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.
- c. Alternatively, and subject to the approval and at the sole discretion of the public agency, the payment of retentions earned may be deposited directly with a person licensed under **Division 6 (commencing with Section 17000) of the Financial Code** as the escrow agent. Upon written request of an escrow agent who has not been approved by the public agency under this subdivision, the public agency shall provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. An agent that has been disapproved by the public agency may not maintain any cause of action of any nature against the state or any public agency, officer, agent, or employee of any public agency, in connection with the disapproval of that escrow agent. The payments shall be deposited in a trust account with a federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The contractor shall not place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to **subdivision (b) of Section 17314 of the Financial Code**. In all respects not inconsistent with this subdivision, the remaining provisions of this section shall apply to escrow agents acting pursuant to this subdivision. In addition, an escrow agent subject to this subdivision shall maintain insurance to cover negligent acts and omissions of the escrow agent in connection with the handling of retentions under this section in an amount not less than one hundred thousand dollars (\$100,000) per contract, executed by an admitted insurer and in a form satisfactory to the public agency.
- d. Securities eligible for investment under this section shall include those listed in **Section 16430 of the Government Code**, bank or savings and loan certificates of deposit, interest-

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bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and public agency.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

**Prompt Payment of Funds Withheld to Subcontractors:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**9-1.16F RETENTIONS** – Amend the Standard Specifications to read:

The County will withhold 5 percent of all progress payments as retention. Retention will be paid to you on the Final Payment.

You will have the right to substitute securities for the retention under Pub Cont Code § 22300. No substitution will be accepted until:

1. The County approves the securities and their value,
2. The parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300,
3. All documentation necessary for assignment of the securities to the County or to the escrow agent, are delivered in a form satisfactory to the County.

If you have substituted securities for any of the retention, the County may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or entity designated by the County and approved by you. If such revaluation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

**9-1.17D(3) FINAL DETERMINATION OF CLAIMS** – Replace the 3rd and 4th paragraph with:

The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer's authorized representative.

A Claim Review Board, appointed by the Director of Public Works, will review such claims and make a written recommendation. The Contractor may meet with the Claims Review Board to make a presentation in support of such claims with the Engineer's authorized representative present.

**9-1.22 ARBITRATION** – Amend the Standard Specifications to read:

This contract is not governed by the provisions of the State Contract Act. The adoption and use of the Standard Specifications in the performance of the work called for in this Contract shall not be construed as an election by the County to proceed under Section 20396 of the Public Contract Code. In the event that a dispute arises between the parties, they are not obligated to submit the matter to arbitration in any form (although they may do so upon written agreement).

**RESOLUTION OF CONSTRUCTION CLAIMS**

All public works claims of three hundred seventy-five thousand dollars (\$375,000.00) or less which arise between Owner and Contractor under this Contract shall be governed by **Article 1.5** (commencing with **Section 20104**) of the **Public Contract Code**.

**Section 20104.2** of the **Public Contract Code** provides:

For any claim subject to this article, the following requirements apply:

- a) The claim shall be in writing and shall include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- b) (1) For claims of less than fifty thousand dollars (\$50,000.00), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.  
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.  
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- c) (1) For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.  
(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.  
(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

- d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e) If, following the meet and confer conference, the claim or any portion remains in dispute, the claimant may file a claim pursuant to **Chapter 1** (commencing with **Section 900**) and **Chapter 2** (commencing with **Section 910**) of **Part 3 of Division 3.6 of Title 1 of the Government Code**. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

**Section 20104.4** of the Public Contract Code provides:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- B. Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- C. (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, notwithstanding **Section 1141.11** of that code. The **Civil Discovery Act of 1986 (Article 3)** (commencing with **Section 2016**) of **Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure** shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- (3) In addition to **Chapter 2.5** (commencing with **Section 1141.10**) of **Title 3 of Part 3 of the Code of Civil Procedure**, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**Section 20104.6** of the Public Contract Code provides:

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(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract.

(b) In any suit filed under **Section 20104.4**, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**Section 9204** of the **Public Contract Code** provides:

a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

Birchim Lane Overlay Project– Special Provisions



(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any

disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

## **DIVISION II – GENERAL CONSTRUCTION**

### **SECTION 10: GENERAL**

The bidder's attention is directed to the provisions in **Section 10, "General,"** of the Standard Specifications and these Special Provisions.

**10-4 WATER USAGE** – The Standard Specifications is amended to read:

Attention is directed to the various sections of the Standard Specifications and these Special Provisions that require the use of water for the construction of this project. Attention is also directed to the provisions of **Section 7, "Legal Relations and Responsibility to the Public,"** of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section "**Water Conservation**" shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions or relieving the Contractor from the legal responsibilities defined in **Section 7**.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of **Section 18, "Dust Palliative,"** of the Standard Specifications shall be used to control dust on this project. Full Compensation for application of dust palliative shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

**10-6 WATERING** – Add the following to the Standard Specifications:

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***NOTE:*** *It will be the Contractor's sole responsibility to ascertain and verify the existence, suitability, availability, haul distance, and storage arrangements for acquiring reliable and sufficient water supplies for use on this project. Full compensation for acquiring a reliable water supply shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefor.*

## **SECTION 12: TEMPORARY TRAFFIC CONTROL**

Attention is directed to Sections 12-4, "Maintaining Traffic," 12-5, "Traffic Control System for Lane Closure," 12-8, "Temporary Pavement Delineation," and 12-3.06, "Construction Area Signs" of the Standard Specifications and 7-1.04, "Public Safety" of these Special Provisions. All temporary traffic control must comply with the California MUTCD, Part 6, "Temporary Traffic Control".

Traffic delays shall be a maximum of twenty (20) minutes in each direction, and shall not occur during the hours of 7:00am to 8:30am.

During the evening and when construction operations are not occurring, both lanes shall be open for traffic. The Contractor will be allowed to select the order and extent of operations to be performed during a workday. However, the area under construction shall be properly prepared and opened to public traffic after working hours. The Contractor shall submit a Staging Plan to the Engineer for approval that shall describe the order of construction operations and the provisions to be made for opening lanes to public traffic.

**Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, such pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall also include the limits or changes in striping pattern, including one and two-way barrier lines, limit lines, crosswalks, and other pavement markings. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefore.**

## **SECTION 14: ENVIRONMENTAL STEWARDSHIP**

### **14-2.03      ARCHAEOLOGICAL RESOURCES**

During the progress of the work, if any operations or activities of the Contractor result in the discovery of any article of archaeological and/or paleontological interest, the Contractor shall immediately stop such work or other activities and immediately provide written notification of differing site conditions to the Engineer. The further operations of the Contractor, with respect to the article of discovery and/or discovery site, shall be decided under the direction of the Engineer in accordance with the procedures and requirements delineated in **Section 4-1.06, "Differing Site Conditions,"** of the Standard Specifications.

If the Engineer is the discovering party, the Engineer shall provide an immediate written stop work notice to the Contractor. The further operations of the Contractor, with respect to the article of discovery and/or discovery site, shall be decided under the direction of the Engineer in accordance

with the procedures and requirements delineated within **Section 4-1.06, "Differing Site Conditions,"** of the Standard Specifications.

**14-6.02B BIRD PROTECTION** – Amend paragraph 2 of the Section to read:

The Department anticipates nesting or attempted nesting from **April 15 to September 1.**

**14-8.02 NOISE CONTROL** – The Standard Specifications is amended to read:

The noise level from the Contractor's operations between the hours of 7:00 p.m. and 7:00 a.m. shall not exceed 86 dBa at a distance of 15 m {50 feet}. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**14-11.02 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES** – Add the following to the Standard Specifications:

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in **Section 25914.1 of the Health and Safety Code**, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with **Section 25914.1 of the Health and Safety Code**, removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

## **SECTION 39: ASPHALT CONCRETE**

**39-1 GENERAL** - Amend the Standard Specifications to read as follows:

This work consists of producing and placing cold mix asphalt and shall comply with this section of the Special Provisions. You may use any method that can achieve same or better results as specified in the following sections. However, grader lay method is generally preferred by Inyo County Road Department for overlay on poor condition roads.

**39-1.02 MATERIALS** – Amend the Standard Specifications to read as follows:

Cold Asphalt Concrete (CAC): Provide an asphalt concrete mixture composed of crushed stone or gravel and asphalt cement mixed in an approved plant. Ensure that the gradation and quality of the aggregate

and the grade and quality of asphalt binder conform to those normally used in the construction of highways by Federal or State agencies.

The grade of asphalt cutback for this work shall be slow-cure, conforming to ASTM D 2026 [SC-3000].

The aggregate must comply with ½ inch grading.

Asphalt Concrete shall be stored in a stockpile in a clean area to prevent contamination. ~~The completed mixture shall be stockpiled, unless otherwise directed by the Engineer, for a minimum of 2 weeks prior to placement on the road surface.~~ **Per Addendum #1**

**39-1.03 CONSTRUCTION** – Amend the Standard Specifications to read as follows:

**39-1.03A SPREADING AND COMPACTING EQUIPMENT**

CAC may be spread with a paver or with a grader, according to the contractor's preference.

Use equipment capable of obtaining compaction requirements. The compacting units may be of any type, provided that they are capable of compacting each lift of material as specified, and that they meet the minimum requirements specified below. Heavier compacting units may be required to achieve the specified density of the embankment. Minimum requirements for rollers are as follows:

- a. Steel-wheel rollers, other than the vibratory type, shall be capable of exerting a force of not less than 4.5 kg/mm of width of the compression roll or rolls.
- b. Pneumatic-tire rollers shall have smooth tread tires of equal size that will provide a uniform compacting pressure for the full width of the roller and capable of exerting a ground pressure of at least 550 kPa.

**39-1.03B SURFACE PREPARATION**

**39-1.03B (1) GENERAL**

Before placing asphalt or tack coat, remove loose dirt, rocks, and other extraneous material by any means including flushing and sweeping. Also, remove all painted pavement markings by grinding.

**39-1.03B (2) TACK COAT**

A tack coat of asphaltic emulsion shall be furnished and applied in conformance with the provisions in **Section 94, "Asphaltic Emulsions."** The tack coat shall be applied to all horizontal and vertical surfaces of the existing pavement and construction joints or new pavement edge (overlay and transition) cold joints upon and against which new or additional asphalt concrete surfacing material is to be placed, to a pavement to be surfaced, and to any other surfaces designated in the special provisions. The tack coat shall be applied in one application at a rate of 0.1-gallon per square yard of surface covered, or in more than one application, if so ordered by the Engineer, and/or at an exact application rate to be determined by the Engineer."

Equipment for the application of tack coat must comply with section 37-1.03B (of the Standard Specifications).

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume under Section 9-1.02 or use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

Tack coat asphaltic emulsion shall be applied only so far in advance of placing the surfacing as may be permitted by the Engineer. Immediately in advance of placing asphalt concrete, additional tack coat shall be applied, as directed by the Engineer, to areas where the tack coat has been damaged. Loose or extraneous materials shall be removed prior to application of the tack coat and placement of the asphalt concrete. Full compensation for providing and applying the tack coat shall be included in the contract price paid for asphalt concrete.

#### **39-1.03C WEATHER LIMITATIONS**

Place cold asphalt concrete pavement on unfrozen, reasonably dry surface when the temperature of the road surface, in the shade, is above 15 °C, and it is not raining or snowing, or predicted to rain or snow within 24 hours after placement.

#### **39-1.03D WIDENING EXISTING PAVEMENT**

If widening existing pavement, construct new pavement structure to match the elevation of the existing pavement's edge before placing asphalt over the existing pavement.

#### **39-1.03E SPREADING AND COMPACTING**

If, at any time during compaction, the asphalt mixture exhibits undue rutting or shoving, rolling should be stopped. Compaction should not be attempted until there is sufficient reduction in moisture or diluent content occurring either naturally or through aeration.

#### **39-1.03E (1) WINDROWS**

When windrows are used, construct them of such size and shape to allow adequate mixing of materials without segregation, ensuring that the required thickness of pavement can be constructed.

#### **39-1.03E (2) COMPACTION OF MIXTURE**

Conduct compaction of the mixture to satisfy density, grade, and smoothness requirements. Roll bituminous mixtures until all roller marks are eliminated, and a field density of at least 90 percent of the

theoretical maximum density has been obtained when tested in accordance with ASTM D2041/D2041M.

### **39-1.03E (3) CORRECTING DEFICIENT AREAS**

Remove mixture that becomes contaminated with foreign material, or is defective in any way, to the full thickness of the course. Cut the hole with sides vertical and perpendicular to each other, with one side parallel to the direction of traffic. Do not skin patch rolled areas to correct low areas and do not be mill rolled areas to correct high areas. Place fresh paving mixture in holes in sufficient quantity to produce a finished surface conforming to grade and smoothness requirements. Paving mixture shall be aerated, if necessary, and shall be compacted to the density specified herein.

### **39-1.03E (4) JOINTS**

Joints shall present the same texture, density, and smoothness as other sections of the course. Carefully make joints between old and new pavements or between successive days' work to ensure continuous bond between old and new sections of the course.

#### **39-1.03E (4)(a) TRANSVERSE JOINTS**

Pass the roller over the unprotected end of freshly laid mixture only when laying of the course has been discontinued. Cut back the edge of the previously laid course to expose even, vertical surface for the full thickness of the course. The fresh mixture shall be raked against the joints, thoroughly tamped, and then rolled.

### **39-1.03E (5) EDGES OF PAVEMENT**

Edges of pavement shall be straight and true to required lines. After final rolling, cut off and square excess material and dispose of, as directed.

### **39-1.03F TESTING**

Perform field tests in sufficient numbers to ensure that the specifications are being met. Submit copies of test results within 24 hours of completion of tests. Testing is the Contractor's responsibility and performed by an approved laboratory. Perform the following tests at the appropriate time, as the minimum acceptable for each type of operation.

#### **39-1.03F (1) MIXTURE PROPERTIES:**

Obtain a sample of the cold mix for every 1500 tons of the mix. Determine the asphalt content of the mix.

#### **39-1.03F (2) SURFACE SMOOTHNESS:**

Take measurements for deviation from surface smoothness with a 12-foot straightedge. The finished surface of the layer shall not deviate more than 0.04 feet from the testing edge of the straightedge in the longitudinal direction. In the transverse direction, the finished surface must not deviate more than 0.06



feet from the testing edge of the straightedge. Place the straightedge parallel and perpendicular to the centerline of each lane paved at intervals of 500 feet or wherever requested by the County engineer. Record the locations and deviations from the straightedge of all measurements. Remove defective areas and replace them with fresh paving mixture at no additional cost to the County.

**39-1.03G DISPOSAL OF WASTE MATERIALS**

Remove and dispose of all waste and/or unused materials from the site after the work is finished.

**SECTION 84 MARKINGS**

Painting pavement markings shall conform to the provisions in **Section 84-2, "Traffic Stripes and Pavement Markings,"** of the Standard Specifications and these Special Provisions.

Paint for pavement markings shall conform to **Section 84-2.02C, "Paint,"** of the Standard Specifications as follows: Paint Type (Water Borne Traffic Line); Color (White); **State Specification No. 8010-20B.**

Glass beads shall conform to **Section 84-2.02D, "Glass Beads,"** of the Standard Specifications as follows: **State Specification No. 8010-004 (Type II).**

The Contractor's attention is directed to **Sections 84-2.03c(3), "Painted Traffic Stripes and Pavement Markings"** of the Standard Specifications, which shall be adhered to, where applicable, by the Contractor at the direction and approval of the Engineer.

**84-2.04 PAYMENTS** - the Standard Specifications is amended to read as follows:

Painted pavement markings will be measured by the square yard for the actual area painted.

The contract price paid per square yard of pavement marking, of the number of coats designated in the Engineer's Estimate, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting pavement markings, including establishing alignment and layout work, complete in place, as shown on the plans, as specified in the specifications and these Special Provisions, and as directed by the Engineer.

# **PLANS**

**FOR**

**BIRCHIM LANE OVERLAY PROJECT**  
Bishop, California

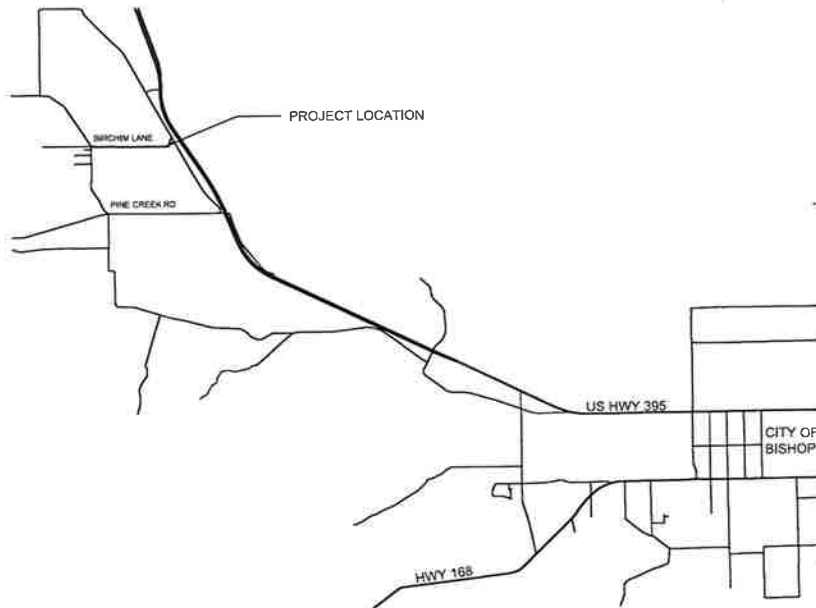


**COUNTY OF INYO**  
**DEPARTMENT OF PUBLIC WORKS**  
**PLANS FOR THE**  
**BIRCHIM LANE OVERLAY PROJECT**  
**BISHOP, CA**

PROJECT NO. TR-17-034A

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3. LAYOUT 2
4. LAYOUT 3
5. LAYOUT 4
6. LAYOUT 5
7. TYPICAL X-SECTION
8. DETAILS AND QUANTITIES
9. CONSTRUCTION AREA SIGNS

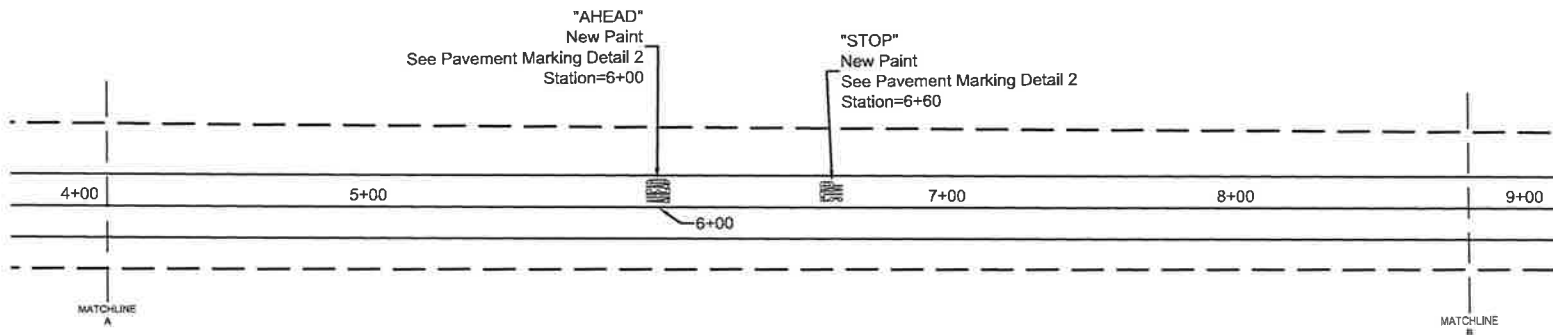
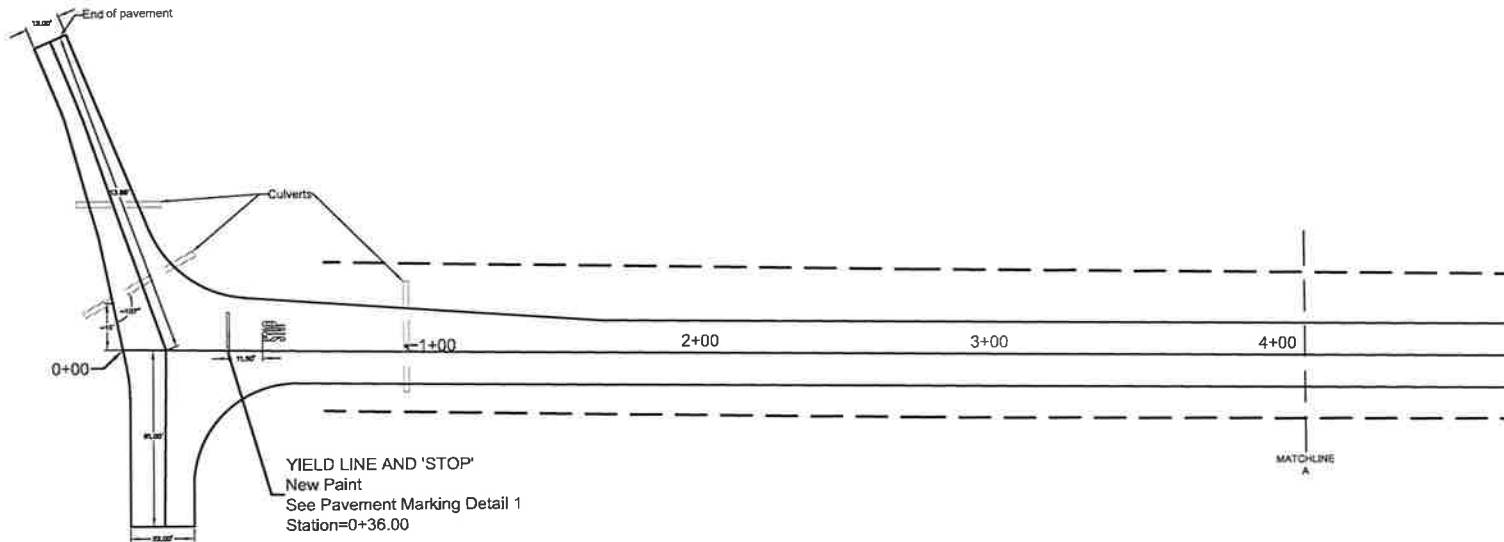


APPROVED BY:

MICHAEL J. ERRANTE, DIRECTOR  
INYO COUNTY PUBLIC WORKS

DATE

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| Drawing Prepared by:<br><b>INYO COUNTY PUBLIC WORKS</b><br>168 N. Edwards, P.O. Drawer Q<br>Independence, CA 93526<br>(760) 878-0201 |                                 |                  | <b>BIRCHIM LANE<br/>OVERLAY PROJECT</b><br>BISHOP, CA |                     |
| Drawn by: JS<br>Date: 3/2019   | Checked by: AMH<br>Date: 3/2019 | Date: March 2019 | Drawing Name:<br>Birchim Overlay.dwg                  | <b>SHEET 1 OF 9</b> |



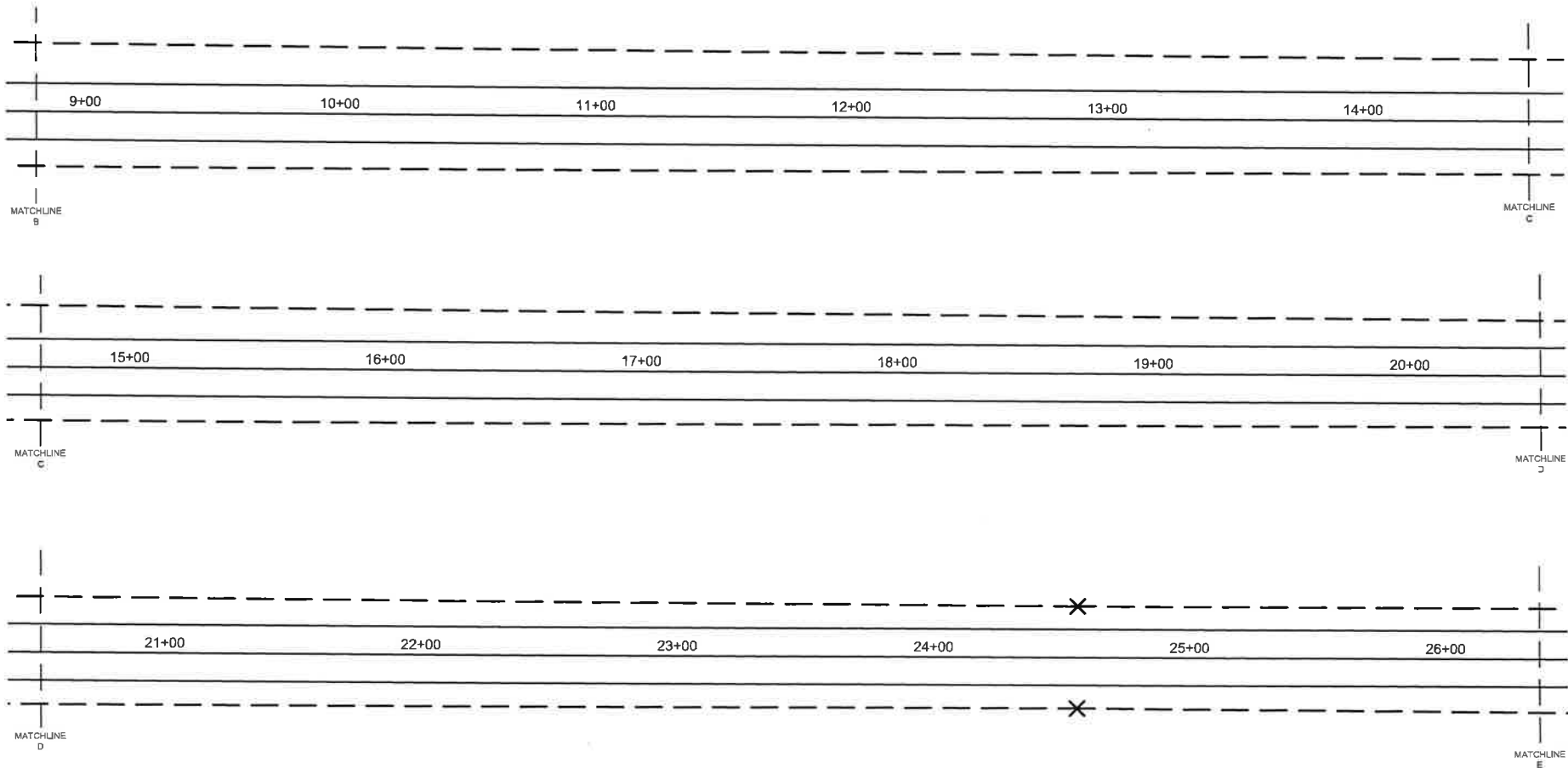
APPROVED BY:



MICHAEL J. ERRANTE, DIRECTOR  
INYO COUNTY PUBLIC WORKS

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| Drawing Prepared by:<br><b>INYO COUNTY PUBLIC WORKS</b><br>168 N. Edwards, P.O. Drawer Q<br>Independence, CA 93526<br>(760) 878-0201 |                 |                    | <b>BIRCHIM LANE<br/>OVERLAY PROJECT</b><br><br>BISHOP, CA |                     |   |
| Drawn by:<br>JS  | Date:<br>3/2019 | Checked By:<br>AWB | Date:<br>3/2019   | Date:<br>March 2019 | Drawing Name:<br>Birchim Overlay.dwg<br><b>SHEET 2 OF 9</b> |



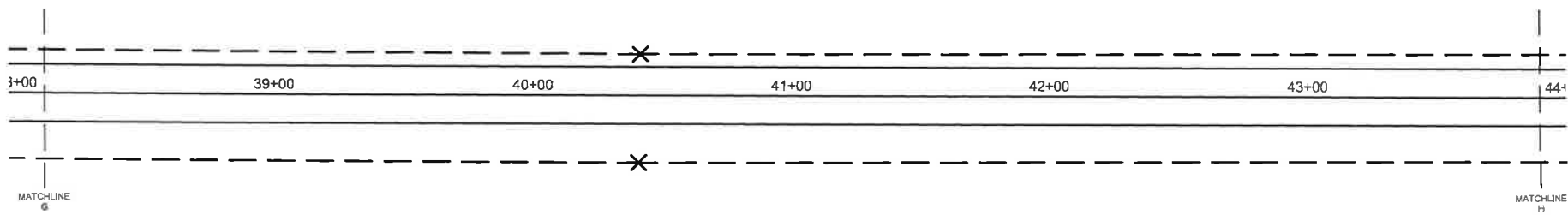
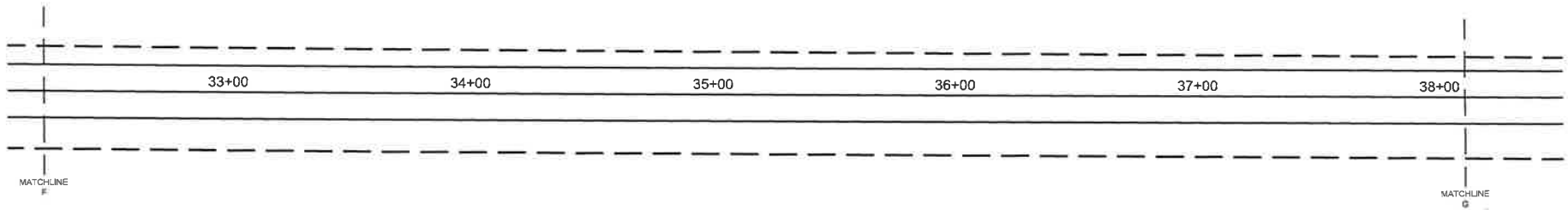
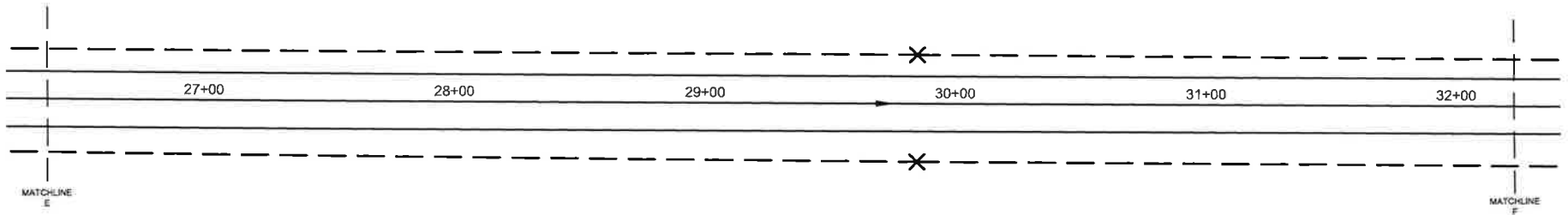
APPROVED BY:



MICHAEL J. ERRANTE, DIRECTOR  
 INYO COUNTY PUBLIC WORKS

DATE

|  |                 |                    |  |                     |                                  |              |
|--|-----------------|--------------------|--|---------------------|----------------------------------|--------------|
| Drawing Prepared by:<br><b>INYO COUNTY PUBLIC WORKS</b><br>168 N. Edwards, P.O. Drawer Q<br>Independence, CA 93526<br>(760) 878-0201 |                 |                    | <b>BIRCHIM LANE<br/>         OVERLAY PROJECT</b><br><br>BISHOP, CA |                     |                                  |              |
| Drawn by:<br>JS  | Date:<br>3/2018 | Checked By:<br>ANH | Date:<br>3/2018  | Date:<br>March 2018 | Drawing Name:<br>Birchim Overlay | SHEET 3 OF 9 |



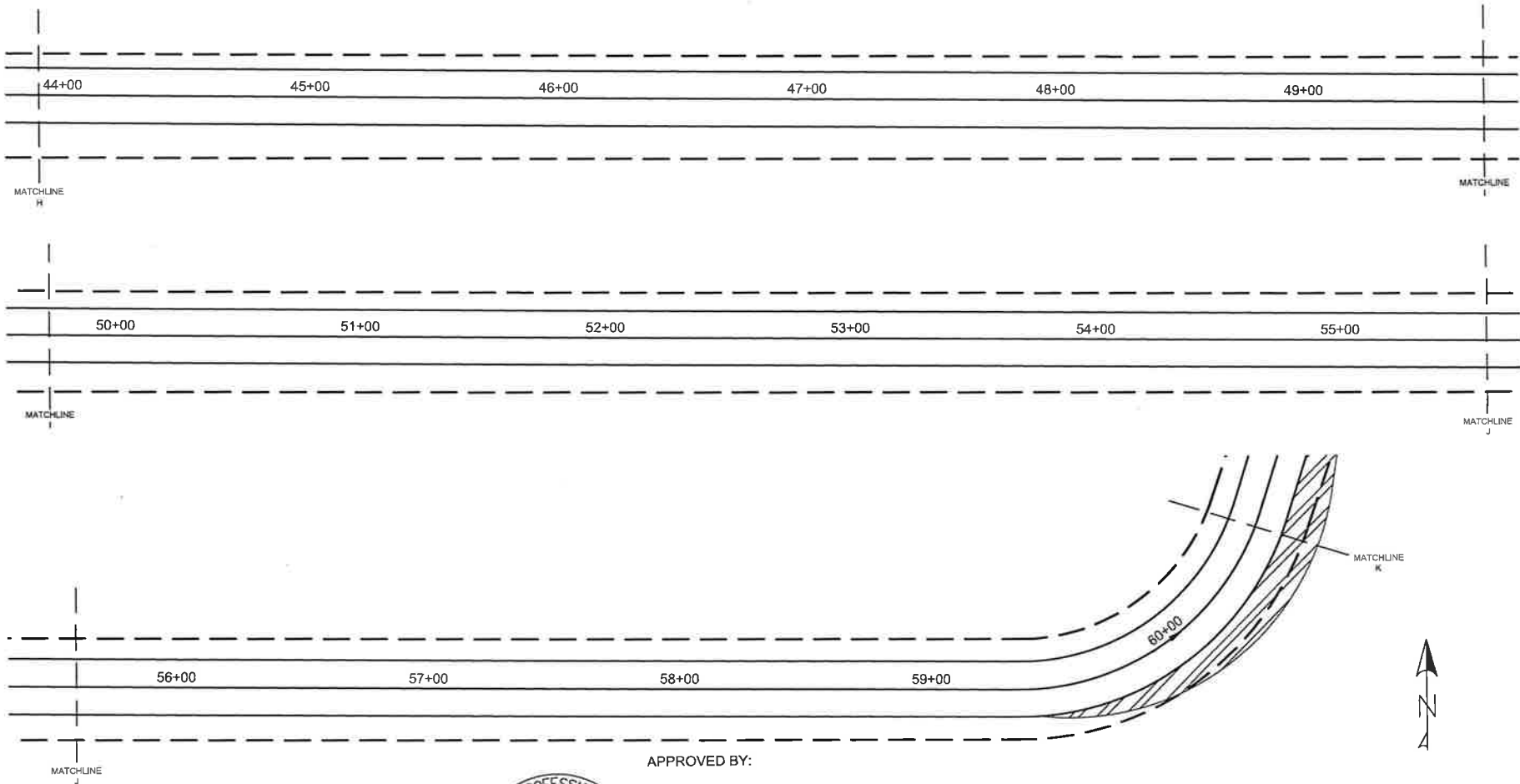
APPROVED BY:



MICHAEL J. ERRANTE, DIRECTOR  
 INYO COUNTY PUBLIC WORKS

DATE

|  |                 |                    |   |                     |                                      |                     |
|--|-----------------|--------------------|---|---------------------|--------------------------------------|---------------------|
| Drawing Prepared by:<br><b>INYO COUNTY PUBLIC WORKS</b><br>168 N. Edwards, P.O. Drawer Q<br>Independence, CA 93526<br>(760) 878-0201 |                 |                    | <b>BIRCHIM LANE<br/>         OVERLAY PROJECT</b><br><br><b>BISHOP, CA</b> |                     |                                      |                     |
| Drawn by:<br>JS  | Date:<br>3/2019 | Checked By:<br>ARH | Date:<br>3/2019   | Date:<br>March 2019 | Drawing Name:<br>Birchim Overlay.dwg | <b>SHEET 4 OF 9</b> |



APPROVED BY:



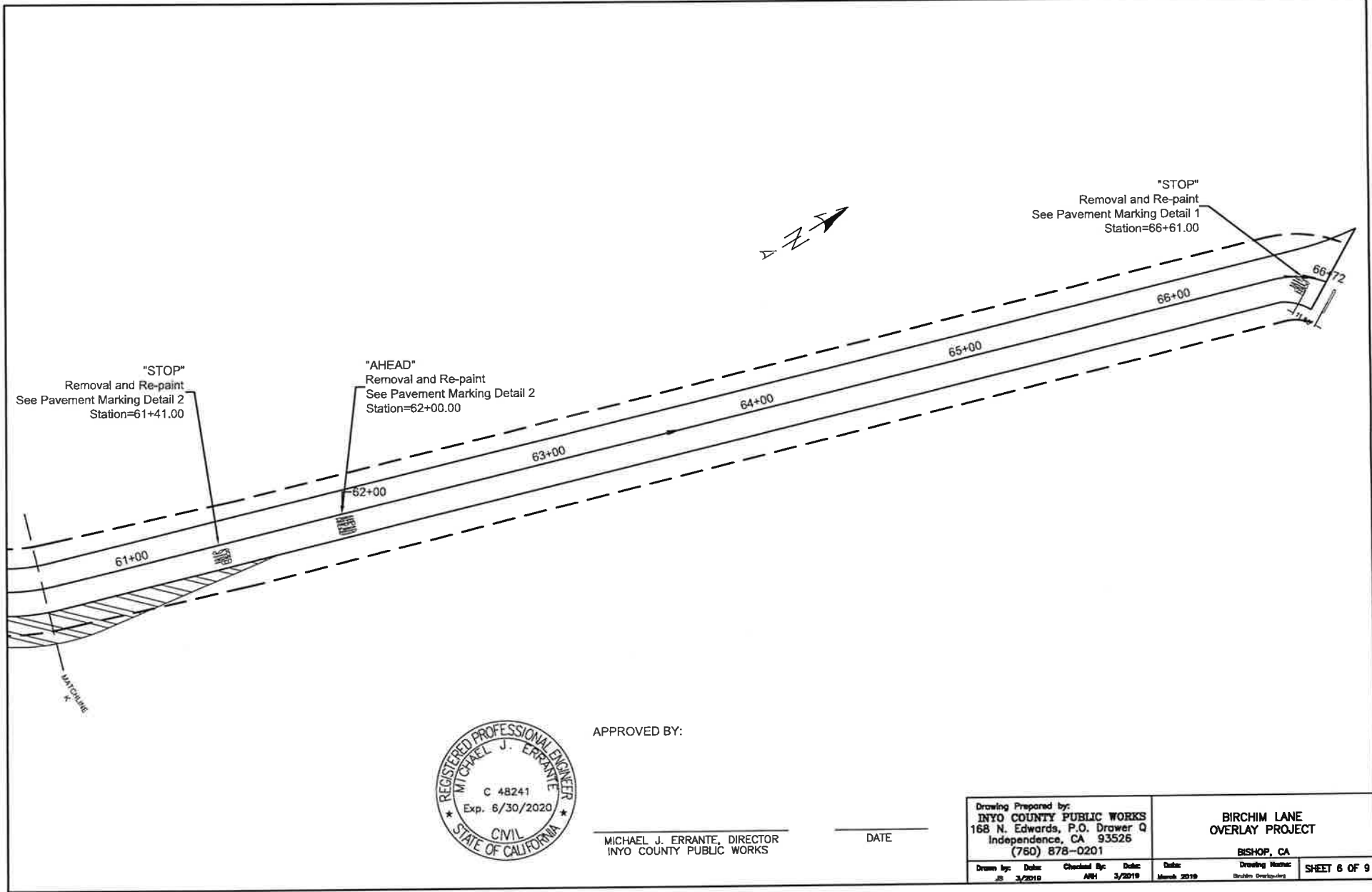
MICHAEL J. ERRANTE, DIRECTOR  
 INYO COUNTY PUBLIC WORKS

DATE \_\_\_\_\_

Drawing Prepared by:  
**INYO COUNTY PUBLIC WORKS**  
 168 N. Edwards, P.O. Drawer Q  
 Independence, CA 93526  
 (760) 878-0201

**BIRCHIM LANE  
 OVERLAY PROJECT**  
 BISHOP, CA

|                 |                 |                    |                 |                     |                                      |                     |
|-----------------|-----------------|--------------------|-----------------|---------------------|--------------------------------------|---------------------|
| Drawn by:<br>JE | Date:<br>3/2019 | Checked by:<br>AMH | Date:<br>3/2019 | Date:<br>March 2019 | Drawing Name:<br>Birchim Overlay.dwg | <b>SHEET 5 OF 9</b> |
|-----------------|-----------------|--------------------|-----------------|---------------------|--------------------------------------|---------------------|



APPROVED BY:

MICHAEL J. ERRANTE, DIRECTOR  
 INYO COUNTY PUBLIC WORKS

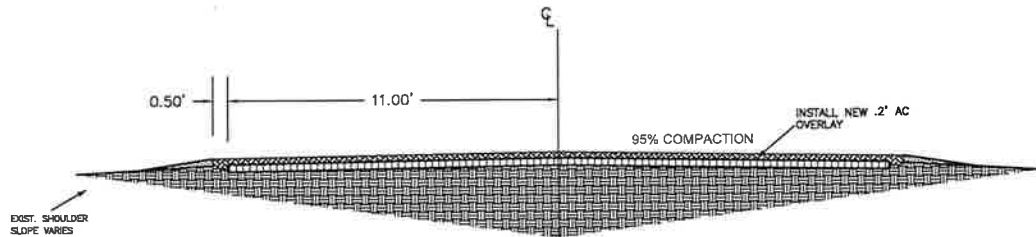
DATE

Drawing Prepared by:  
**INYO COUNTY PUBLIC WORKS**  
 168 N. Edwards, P.O. Drawer Q  
 Independence, CA 93526  
 (760) 878-0201

**BIRCHIM LANE  
 OVERLAY PROJECT**  
 BISHOP, CA

|                 |                 |                    |                 |                     |                                      |                     |
|-----------------|-----------------|--------------------|-----------------|---------------------|--------------------------------------|---------------------|
| Drawn by:<br>JS | Date:<br>3/2019 | Checked By:<br>AWH | Date:<br>3/2019 | Date:<br>March 2019 | Drawing Name:<br>Birchim Overlay.dwg | <b>SHEET 6 OF 9</b> |
|-----------------|-----------------|--------------------|-----------------|---------------------|--------------------------------------|---------------------|









TYPICAL SECTION — NEW AC OVERLAY

NOT TO SCALE

EXPLANATION

-  EXISTING AC ROAD THICKNESS VARIES
-  NEW ASPHALT CONCRETE
-  NEW SHOULDER BACKING
-  NATIVE SOIL OR SUBBASE

NOTES:

1. SHOULDER BACKING MATERIAL TO BE GENERATED FROM EXISTING ROADWAY SHOULDERS AND PAVEMENT TRIMMINGS. COMPACT TO 95% OF MAXIMUM DENSITY.
3. EXCESS MATERIAL SHALL BE INCORPORATED INTO SHOULDER BACKING OR SHALL BE TRANSFERRED TO NEARBY COUNTY FACILITIES AS DIRECTED BY ENGINEER

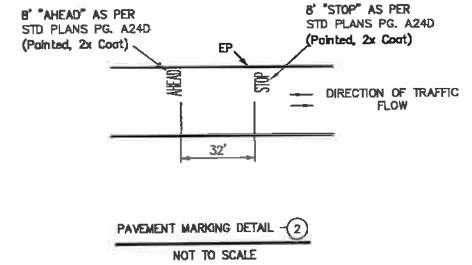
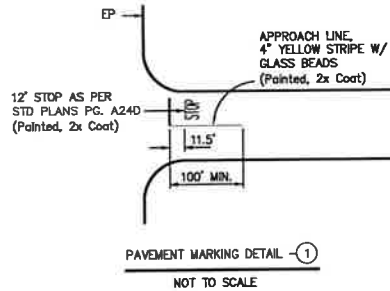


APPROVED BY:

MICHAEL J. ERRANTE, DIRECTOR  
INYO COUNTY PUBLIC WORKS

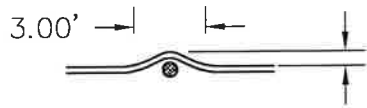
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|--|-----------------|---|--------------------------------------|
| Drawing Prepared by:<br><b>INYO COUNTY PUBLIC WORKS</b><br>168 N. Edwards, P.O. Drawer Q<br>Independence, CA 93526<br>(760) 878-0201 |                 | <b>BIRCHIM LANE<br/>OVERLAY PROJECT</b><br><br>BISHOP, CA |                                      |
| Drawn by:<br>JS  | Date:<br>3/2019 | Checked by:<br>AMH  | Date:<br>3/2019                      |
|  |                 | Date:<br>March 2019                                       | Drawing Name:<br>Birchim Overlay.dwg |
|  |                 |   | <b>SHEET 7 OF 9</b>                  |



### GENERAL NOTES

1. Stations for pavement markings are approximate. Final location of pavement markings to be determined by the Engineer in the field.
2. Any work not covered hereon shall be in accordance with Caltrans 2015 Standard Plans and Specifications, and the latest edition of the Manual of Traffic Controls.
3. Road and lane closure procedures shall be in accordance with 2015 Caltrans Standard Plans and the latest edition of the Manual of Traffic Controls.



If deflection is greater than  $\frac{1}{8}$ ":  
 1. Sawcut 16" to either side of root  
 2. Remove AC and root (if necessary)  
 3. Backfill to grade with 3C3000

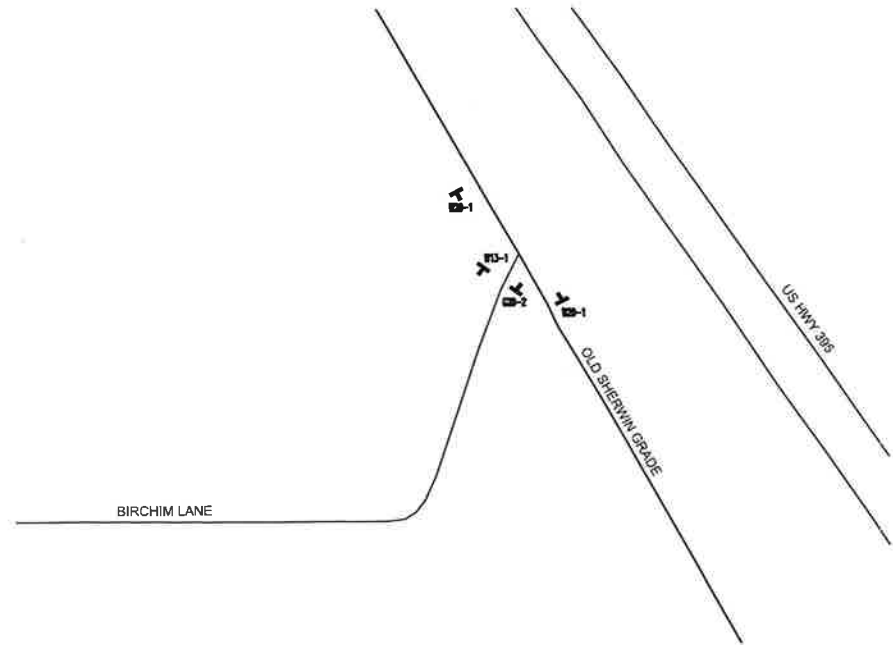
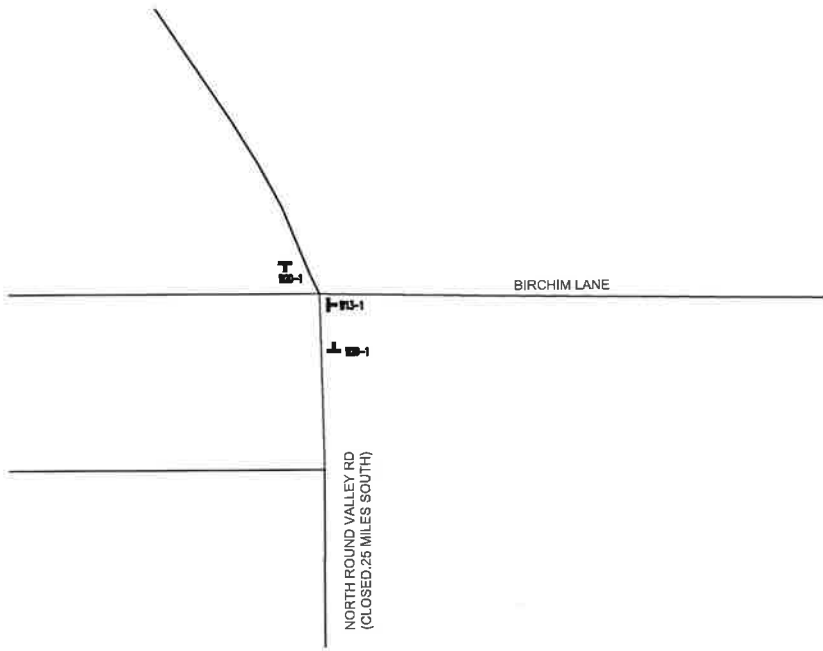


APPROVED BY:

MICHAEL J. ERRANTE, DIRECTOR  
 INYO COUNTY PUBLIC WORKS

DATE

|  |                 |                    |  |                     |                                      |
|--|-----------------|--------------------|--|---------------------|--------------------------------------|
| Drawing Prepared by:<br><b>INYO COUNTY PUBLIC WORKS</b><br>168 N. Edwards, P.O. Drawer Q<br>Independence, CA 93526<br>(760) 878-0201 |                 |                    | <b>BIRCHIM LANE<br/>         OVERLAY PROJECT</b><br><br>BISHOP, CA |                     |                                      |
| Drawn by:<br>JS  | Date:<br>3/2019 | Checked by:<br>AMH | Date:<br>3/2019  | Date:<br>March 2019 | Drawing Name:<br>Birchim Overlay.dwg |
|  |                 |                    |  |                     | <b>SHEET 8 OF 9</b>                  |



**LEGEND**

SIGN PLACEMENT

CONTRACTOR SHALL PLACE SIGNS AS DIRECTED BY ENGINEER

**NOTES:**

1. SIGNS TO BE LOCATED 150'± FROM INTERSECTIONS.
2. ENGINEER SHALL APPROVE ALL SIGN LOCATIONS PRIOR TO CONSTRUCTION.
3. ALL TRAFFIC CONTROL SHALL CONFORM TO THE CALTRANS STANDARD SPECIFICATIONS AND STANDARD PLANS.
4. ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS SHALL CONFORM TO THE CALIFORNIA LATEST EDITION OF THE MUTCD.

**QUANTITIES**

| SIGN TYPE         | QUANTITY |
|-------------------|----------|
| W13-1             | 2        |
| W20-1             | 4        |
| "ON BIRCHIM LANE" | 4        |
| W3-4              | 2        |
| G20-2             | 1        |

W13-1 Black on Orange, 24"x24"  
25 MPH  
On 1-4"x4" POST  
(CONTRACTOR'S OPTION C17(CA))

W20-1 Black on Orange, 36"x36"  
On 1-4"x4" POST WITH SUPPLEMENTARY PANELS ON SAME POST:

W3-4 Black on Orange, 36"x36"  
MOVABLE

BIRCHIM LANE  
Black on Orange, 36"x18" Min.

G20-2 Black on Orange, 36"x18"  
on a 4"x4" POST

APPROVED BY:



MICHAEL J. ERRANTE, DIRECTOR  
INYO COUNTY PUBLIC WORKS

DATE

Drawing Prepared by:  
INYO COUNTY PUBLIC WORKS  
168 N. Edwards, P.O. Drawer Q  
Independence, CA 93526  
(760) 878-0201

BIRCHIM LANE  
OVERLAY PROJECT

BISHOP, CA

|                 |                 |                    |                 |                     |                                      |              |
|-----------------|-----------------|--------------------|-----------------|---------------------|--------------------------------------|--------------|
| Drawn by:<br>JB | Date:<br>3/2019 | Checked by:<br>ARH | Date:<br>3/2019 | Date:<br>March 2019 | Drawing Name:<br>Birchim Overlay.dwg | SHEET 9 OF 9 |
|-----------------|-----------------|--------------------|-----------------|---------------------|--------------------------------------|--------------|



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

|   |
|---|
| For Clerk's Use<br>Only:<br><br><b>AGENDA NUMBER</b><br><br><i>22</i> |
|---|

- Consent    
  Departmental    
  Correspondence Action  
 Public Hearing    
  Schedule time for    
  Closed Session    
  Informational

FROM: Public works

FOR THE BOARD MEETING OF: JUN 25 2019

SUBJECT: Road closure on Pa Ha Lane in Bishop on Wednesday, July 3<sup>rd</sup>, 2019, between the hours of 8:00 PM and 10:00 PM

**DEPARTMENTAL RECOMMENDATIONS:**

Request your Board approve the closure of a portion of Pa Ha Road during the evening of July 3<sup>rd</sup>, 2019 for the purpose of the annual Paiute Palace Casino Fireworks display. The closure is shown in the attached drawing.

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

The Paiute Palace Casino has submitted a Special Event Permit Application and is requesting permission to close a portion of Pa Ha Lane as depicted in the attached map for the annual Paiute Palace Casino Fireworks display. There are alternate routes for the travelling public to take in order to avoid the closure and public outreach is not warranted given the location and duration of the closure, and the close proximity of alternate routes.

**ALTERNATIVES:**

The Board could choose not to approve the Road Closure. This is not recommended as the closure is an important safety precaution for the pyrotechnic display.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Not Applicable

**APPROVALS**

|                                  |   |
|----------------------------------|---|
| COUNTY COUNSEL:<br><i>N/A</i>    | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)<br><br>Approved: _____ Date _____ |
| AUDITOR/CONTROLLER<br><i>N/A</i> | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)<br><br>Approved: _____ Date _____                              |
| PERSONNEL DIRECTOR<br><i>N/A</i> | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br><br>Approved: _____ Date _____                           |

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)

Date: *6/11/19*





**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

- Consent    
  Departmental    
  Correspondence Action  
 Public Hearing    
  Schedule time for    
  Closed Session    
  Informational

|  |
|--|
| For Clerk's Use<br>Only:<br><br><b>AGENDA NUMBER</b><br><span style="font-size: 1.5em; color: blue;">23</span> |
|--|

FROM: Public Works / Road Department

FOR THE BOARD MEETING OF: JUN 25 2019

SUBJECT: Removal of a tree at 315 South Clay Street, Independence

**DEPARTMENTAL RECOMMENDATIONS:**

Approve the removal of a tree in the road right-of-way at 315 South Clay Street, Independence

**CAO RECOMMENDATIONS:**

**SUMMARY DISCUSSION:**

In the process of preparing to build a garage, the resident at 315 South Clay Street in Independence has submitted an Encroachment Permit Application requesting permission to remove a tree in the County Right-of-Way (at the resident's expense). The tree is located where the resident is proposing to build a driveway approach to their new garage. Any damage to the roadway caused by the removal of the tree will be mitigated by the installation of the proposed driveway apron. While meeting with the resident, they noted that they have planted three (3) other trees on his property within the past year.

**ALTERNATIVES:**

Not approve the request.

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**APPROVALS**

|                           |  |   |
|---------------------------|--|---|
| <b>COUNTY COUNSEL:</b>    | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)<br><i>Grace Church</i> | Approved: <u>yes</u> Date <u>6/6/19</u> |
| <b>AUDITOR/CONTROLLER</b> | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)   | Approved: _____     Date _____          |
| <b>PERSONNEL DIRECTOR</b> | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)  | Approved: _____     Date _____          |

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received) *[Signature]*     Date: 2019.06.11

## Grace Chuchla

---

**From:** Travis Dean  
**Sent:** Thursday, June 6, 2019 10:14 AM  
**To:** Grace Chuchla  
**Subject:** RE: Tree removal ARF  
**Attachments:** 315 South Clay, Indy. Tree Removal ARF.DOC

Good Morning Grace,

Attached is a revised ARF addressing your concerns. Take a look and let me know what you think. I don't think there are any negative aspects in regard to removing the tree, other than there being one less tree, however, I noted that the resident has plant three other trees on his property in the past year. Removing trees has been a sensitive issue in the past but the resident has spoken to the people who usually have an issue with trees being cut down, and has been told that they will not protest in this case. Let me know if you have any other questions, or if you need anything else.

Thank You,

Travis Dean  
Engineering Assistant  
Inyo County Public Works  
168 N. Edwards  
PO Drawer Q  
Independence, CA 93526  
Phone: 760-878-0203  
Fax: 760-878-2001  
E-mail: [tdean@inyocounty.us](mailto:tdean@inyocounty.us)



**CONFIDENTIALITY NOTICE:** *This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.*

---

**From:** Grace Chuchla  
**Sent:** Thursday, June 6, 2019 9:35 AM  
**To:** Travis Dean  
**Subject:** Tree removal ARF

Hi Travis:

I'm reviewing the ARF that you submitted regarding removing the tree in Independence for the resident who wants to build a garage. I remember that tree removal has been a sensitive issue at some past board meetings, so I think it might be helpful to include some additional information in the ARF. Here are some additional points that I might include, but you should feel free to expand on this if you can think of anything else:

1. Who will pay to remove the tree (I presume the resident...)
2. Whether there will be any impact on traffic flow, the road surface, etc.
3. Any negative aspects of removing the tree, and why these issues are or aren't mitigated by some other factor

Best,  
Grace





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
AGENDA NUMBER

24

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** WATER DEPARTMENT

**FOR THE BOARD MEETING OF:** June 25, 2019

**SUBJECT:** Approval of Amendment Three with RO Anderson (ROA) for the Recycled Water for Conservation and Community Projects Feasibility Study (RWRCP)

**DEPARTMENTAL RECOMMENDATION:**

Request Board approve Amendment Three between the County of Inyo and ROA for the RWRCP, extending the term of the contract from June 30, 2019 to December 31, 2019, contingent on the appropriate signatures being obtained.

**SUMMARY DISCUSSION:**

On July 28, 2015, your Board approved submitting a Proposition 84 grant application to the State of California Department of Water Resources (DWR), through the Integrated Regional Water Management Program (IRWMP), Round Three Implementation Funding. The County's proposed, Recycled Water for Restoration and Community Projects in Big Pine, was recommended by DWR for funding on October 29, 2015. On February 7, 2017, your Board entered into an agreement with Desert Mountain Resource Conservation & Development Council (DMRC&D) to serve as fiscal agent for the IRWMP and as Grantee for DWR. On July 11, 2017 your Board approved a \$267,000 contract with ROA to conduct the RWRCP. The ROA contract term you approved was from July 1, 2017 to June 30, 2018.

The project had been delayed by LADWP and the project schedule slipped, so on June 26, 2018 the Water Department requested, and your Board approved Amendment One, extending the ROA contract term through December 31, 2018. Further delays related to LADWP's consideration of the project required Amendment Two, which extended ROA's contract to June 30, 2019. Additional delays related to LADWP's consideration of the project requires Amendment Three to extend the contract term to December 31, 2019.

ROA completed the Feasibility Study and produced a Feasibility Report (Reclaimed Water of Restoration and Community Projects in Big Pine, CA. December, 2017). The Report recommends using treated water from the Big Pine Community Services District (BPCSD) to supply LADWP with water to the Big Pine 160 acres revegetation project (BP 160) located 0.4 miles south of the BPCSD facility. The BP 160, (1991 EIR Impact 10-19) has been implemented, but is not meeting goals. LADWP indicated in their 2016 Owens Valley Report that, "LADWP is in the process of developing a drip irrigation system for this site. However, a water source must be determined for this site. Potential water sources are currently being evaluated for this site."

LADWP chose to not participate in project selection, project review, or consultations concerning a potential water swap. LADWP Northern Division managers took the position that the Feasibility Study must be completed before considering any proposal. The Feasibility Report was presented to LADWP and the public at the January 23, 2018 Technical Group Meeting. The proposal was represented as a mutually beneficial project for the County and LADWP, in which the community of Big Pine will receive fresh water that is needed for community improvements, and LADWP will be provided recycled water to complete a mitigation project. All engineering, CEQA, and permitting, is paid for under the grant.

The County requested that LADWP present its comments on the Feasibility Study to the County no later than March 16, 2018, so that the RWRCP schedule could be adhered to. On April 11, 2018 the County received a letter from LADWP responding to the Feasibility Report with a number of objections to the recycled water project. The County asked the consultant to review LADWP's comments. The consultant found many flaws in LADWP's characterization of the project, and presented these in a draft memo to the County on April 24, 2018. The County presented RO Anderson's response to LADWP on May 10, 2018. The County seeks to work with LADWP to resolve their concerns, but delays were caused by LADWP's inaction when an access permit was requested for the purpose of an engineering survey of the project site. An alternative survey method was used to create a topographic map. Additional delays were caused by LADWP's initial

inaction on the County's request to issue a permit to allow a survey team onto their land for the purpose of conducting a cultural resource study (CRS) for CEQA. A permit was requested on March 29, 2019, and obtained on April 29, 2019.

The results of the CRS were provided the County on May 15<sup>th</sup>, 2019. Significant archeological finds were discovered in the project area. To move forward to construction, a Phase 2 archaeological study would need to be prepared. Our grant does not anticipate this level of evaluation and remaining funds are inadequate to complete a more rigorous CRS. Our funder was made aware of this situation and on June 4, 2019 advised the County to complete the CEQA study with remaining funds. Engineering and design work which would be responsive to mitigation developed in a Phase II study, is on hold. No funding source has yet been identified to complete a Phase II study. The County will complete CEQA and present a final report to our funder. The County will have satisfied our grant obligations once CEQA and the Final Report are completed.

CEQA in the form of a draft Mitigated Negative Declaration will be completed by August 2019. The request to extend the contract term to December 31, 2019 reflects the possibility that additional funds might be obtained from our funder to complete the Phase II study and allow for continued work on the project.

**ALTERNATIVES:** Not approve the amendment, in which case work would cease on June 30, 2019. If the work is not completed the County risks violating their grant agreement with the funder.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:** Prop 84 funding for this project is provided for through an agreement between Inyo County and fiscal agent DMRC&D, who serves as grantee and administrator of funds provided by California Department of Water Resources under the IRWMP. Funds have been received and budgeted in the 2017-2018 Water Department budget 024102 Professional Services 5265

| <b><u>APPROVALS</u></b>        |   |
|--------------------------------|---|
| COUNTY COUNSEL:                | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by county counsel prior to submission to the board clerk.)<br><br><br>Approved: <u>yes</u> Date <u>6/6/19</u> |
| AUDITOR/CONTROLLER:            | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)<br><br><br>Approved: <u>yes</u> Date <u>6/6/19</u>                              |
| PERSONNEL DIRECTOR:<br><br>N/A | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br><br>Approved: _____ Date _____   |

**DEPARTMENT HEAD SIGNATURE:**  Date: 6-5-19  
(Not to be signed until all approvals are received)  
(The Original plus 20 copies of this document are required)

**AMENDMENT NUMBER THREE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
R. O. ANDERSON ENGINEERING INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and  
R. O. ANDERSON ENGINEERING INC., of MINDEN, NV  
(hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent  
Contractor Services dated JULY 11, 2017, on County of Inyo Standard  
Contract No. 156, for the term from JULY 1, 2017 to DECEMBER 31, 2019.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth  
below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or  
subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written  
form, and executed with the same formalities as such Agreement, and attached to the original Agreement  
to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

- a) Section 2 (Term) is amended to read: "The term of this Agreement shall be from July 1, 2017 to December 31, 2019 unless  
sooner terminated as provided below." All other references in the Agreement to the term are also amended to reflect the new  
term end date of December 31, 2019.

The effective date of this Amendment to the Agreement is June 25, 2019.

All the other terms and conditions of the Agreement are unchanged and remain the same.

**AMENDMENT NUMBER THREE TO**  
**AGREEMENT BETWEEN THE COUNTY OF INYO AND**  
**R. O. ANDERSON ENGINEERING INC.**  
**FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By: R.O. ANDERSON ENGINEERING, INC.  
Jonathan Lesperance  
Signature

JONATHAN LESPERANCE  
Type or Print

Dated: 5.15.19

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager

AMENDMENT NUMBER THREE TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
R. O. ANDERSON ENGINEERING INC.  
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF INYO**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Type or Print

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

APPROVED AS TO RISK ASSESSMENT:

\_\_\_\_\_  
County Risk Manager



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

For Clerk's Use Only:  
**AGENDA NUMBER**  
 25

- Consent Hearing    
  Departmental    
  Correspondence Action    
  Public  
 Scheduled Time for    
  Closed Session    
  Informational

**FROM:** AUDITOR-CONTROLLER

**FOR THE BOARD MEETING OF:** June 25, 2019

**SUBJECT:** Present County Financial Statements Fiscal Year ending 2018

**DEPARTMENTAL RECOMMENDATION:**

Present the fiscal year ending June 30, 2018 County Financial Statement to the Board of Supervisors.

**SUMMARY DISCUSSION:**

Present and discuss the County Financial Statements ending on June 30, 2018 to the Board of Supervisors.

**ALTERNATIVES:**

**FINANCING:**

| <b><u>APPROVALS</u></b>           |   |
|-----------------------------------|---|
| <b>COUNTY COUNSEL:</b><br>N/A     | <b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> <i>(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)</i><br>N/A<br>Approved: _____ Date: _____ |
| <b>AUDITOR/CONTROLLER:</b><br>N/A | <b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)</i><br>N/A<br>Approved: _____ Date: _____                              |
| <b>PERSONNEL DIRECTOR:</b><br>N/A | <b>PERSONNEL AND RELATED ITEMS</b> <i>(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)</i><br>N/A<br>Approved: _____ Date: _____                           |

**DEPARTMENT HEAD SIGNATURE:**

(Not to be signed until all approvals are received)


 Date: 6/19/19



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

|   |
|---|
| For Clerk's Use Only:<br><b>AGENDA NUMBER</b><br><br>27 |
|---|

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Nathan D. Reade, Agricultural Commissioner

**FOR THE BOARD MEETING OF:** June 25, 2019

**SUBJECT:** Amendments to the Fiscal Year 2018-2019 Budget

**DEPARTMENTAL RECOMMENDATION:**

Request Board:

- A. Amend the Fiscal Year 2018-2019 Agricultural Commissioner Budget (Budget 023300) as follows: increase appropriation in Operating Transfers Out (Object Code 5801) by \$70,000; and
- B. Amend the Fiscal Year 2018-2019 Consolidated Office Building Budget (Budget 011809) as follows: increase estimated revenue in Operating Transfer In (Object Code 4998) by \$70,000; and
- C. Amend the Fiscal Year 2018-2019 Contingencies Budget (Budget 087100) as follows: reduce appropriation in Contingencies (Object Code 5901) by \$70,000 (*4/5ths vote required*).

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

The Agricultural Commissioner (023300) budget has realized unanticipated increases in revenue throughout Fiscal Year 2018-2019. These increases were the result of higher gas tax disbursements due to SB1 increases as well as funds received for outreach to the cannabis industry. The former increases were not certain to occur in this fiscal year when our original budget was assembled, and the latter increases were a result of a new program that was also not anticipated when our budget was formulated.

Combined, revenues are \$88,918 in excess of what was first proposed for Fiscal Year 2018-2019. However, during the Mid-Year Financial Review process the revenues were increased, without an offsetting increase in expenditures, resulting in a contribution to the General Fund Contingencies Budget. Our office is required by state law to maintain a county maintenance of effort (MOE) cost equal to the average county contribution over the past five years. Due to the influx of unanticipated revenue, we would be short of meeting our MOE by \$62,016 if we meet ALL anticipated expenditures. To ensure that we meet this goal, it is recommended that \$70,000 be transferred back into the Agriculture Budget and then transferred to the Consolidated Office Building Budget so that these funds will be expended in the current fiscal year and the Agricultural Commissioner's Office will meet its MOE requirements.

**ALTERNATIVES:**

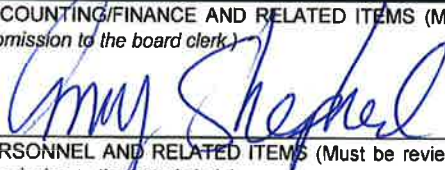
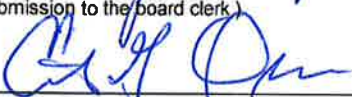
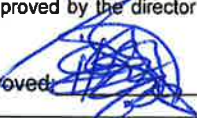
Your Board could choose not to approve the proposed budget amendments, and allow the Agriculture Budget to not meet its current MOE.

**OTHER AGENCY INVOLVEMENT:**

Auditor's Office

**FINANCING:**

There are sufficient funds in the General Fund Contingencies Budget (087100) for this request.

| <b>APPROVALS</b>    |   |
|---------------------|---|
| AUDITOR/CONTROLLER: | ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)<br> Approved: <u>VSB</u> Date <u>6-15-19</u>  |
| BUDGET OFFICER:     | PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)<br> Approved:  Date <u>6/15/19</u> |

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 6/13/19





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**  
28

- Consent Hearing  
 Scheduled Time for  
 Departmental  
 Correspondence Action  
 Closed Session  
 Public  
 Informational

**FROM:** HEALTH & HUMAN SERVICES

**FOR THE BOARD MEETING OF:** June 25, 2019

**SUBJECT:** Triple P America contract for Primary Care training

**DEPARTMENTAL RECOMMENDATION:**

Request that Board of Supervisors ratify and approve the contract between the County of Inyo and Triple P America from June 1, 2019 to October 31, 2019 for training services in an estimated amount of \$35,000.00, and authorize the Chairperson to sign.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

This contract is going to equip Inyo agency partners with evidence-based Triple P Positive Parenting Program training to increase our Triple P network of providers across the county who are able to respond to parents with the same language and resources, referring them to the appropriate level of support. By investing in the communitywide capacity of so many organizations that serve Inyo children from birth to 18, we are hoping to strengthen the necessary infrastructure for the parenting program that has been found to reduce child abuse and neglect. Reducing parent stress, teaching positive behavior management skills, and improving parent child relationships are the core values of this Cognitive Behavioral Theory based curriculum.

**ALTERNATIVES:**

If you decide not to approve this contract First 5 Inyo might lose out on future funding for family strengthening from First 5 California, or we might have to try to implement a program with lower standards and measures in the place of Triple P, impacting the sustainability and effectiveness of our parenting support system.

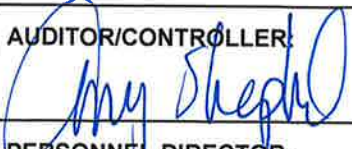
**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

100% State Funding. This contract will be budgeted in the First 5 Budget (643000) in Professional Services (5265). No County General Funds.

**APPROVALS**

|  |   |
|--|---|
| <b>COUNTY COUNSEL:</b>   | <b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)<br><br>Approved: _____ Date: <u>05/31/19</u> |
| <b>AUDITOR/CONTROLLER:</b><br> | <b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)<br><br>Approved: <u>Yes</u> Date: <u>6/5/19</u>                           |
| <b>PERSONNEL DIRECTOR:</b><br><br>N/A  | <b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)<br><br>Approved: _____ Date: _____                                     |
| <b>BUDGET OFFICER:</b><br><br>N/A  | <b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)<br><br>Approved: _____ Date: _____  |

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)



Date: 6/9/19

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND Triple P America**  
**FOR THE PROVISION OF Training SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Training services of Triple P America of Columbia, South Carolina (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Marilyn Mann, whose title is: Dir. of Inyo Co Health & Human Services. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

**2. TERM.**

The term of this Agreement shall be from June 1, 2019 to October 31, 2019 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$35,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

#### **4. WORK SCHEDULE.**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from

receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

**6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

**7. COUNTY PROPERTY.**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

**8. WORKERS' COMPENSATION.**

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than \$1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

**9. INSURANCE.**

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

**10. STATUS OF CONTRACTOR.**

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

#### **11. DEFENSE AND INDEMNIFICATION.**

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

#### **12. RECORDS AND AUDIT.**

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

#### **13. NONDISCRIMINATION.**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

#### **14. CANCELLATION.**

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

#### **15. ASSIGNMENT.**

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County.

Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

**16. DEFAULT.**

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

**17. WAIVER OF DEFAULT.**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

**18. CONFIDENTIALITY.**

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

**19. CONFLICTS.**

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**20. POST AGREEMENT COVENANT.**

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**21. SEVERABILITY.**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**22. FUNDING LIMITATION.**

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

**23. AMENDMENT.**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

**24. NOTICE.**

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

|                             |                |
|-----------------------------|----------------|
| County of Inyo              |                |
| <u>HHS-First 5</u>          | Department     |
| <u>568 West Line Street</u> | Street         |
| <u>Bishop, CA 93514</u>     | City and State |

|                                      |                |
|--------------------------------------|----------------|
| Contractor:                          |                |
| <u>Triple P America</u>              | Name           |
| <u>1201 Lincoln Street, Ste. 201</u> | Street         |
| <u>Columbia, SC 29211</u>            | City and State |

**25. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND Triple P America  
FOR THE PROVISION OF Training SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**COUNTY OF INYO**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name  
Dated: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
Signature  
**Bradley J Thomas**  
Print or Type Name  
Dated: 4/1/19

**APPROVED AS TO FORM AND LEGALITY:**

County Counsel  
\_\_\_\_\_  


**APPROVED AS TO ACCOUNTING FORM:**

County Auditor  
\_\_\_\_\_  


**APPROVED AS TO PERSONNEL REQUIREMENTS:**

\_\_\_\_\_  
Personnel Services

**APPROVED AS TO INSURANCE REQUIREMENTS:**

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND Triple P America  
FOR THE PROVISION OF Training SERVICES**

**TERM:**

**FROM:** June 1, 2019 **TO:** October 31, 2019

**SCOPE OF WORK:**

The Contractor shall provide training in Triple P (Positive Parenting Program) Primary Care Training Course to Inyo County agencies approved by the Inyo County Triple P Network and Inyo County Health & Human Services. Contractor will complete the Primary Care Triple P training course between June 1, 2019 and October 31, 2019.

All of the necessary travel costs to Triple P America, as well as all training location and supply costs, shall be covered in the price of the training course.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** Triple P America

**FOR THE PROVISION OF** Training **SERVICES**

**TERM:**

**FROM:** June 1, 2019 **TO:** October 31, 2019

**SCHEDULE OF FEES:**

For services satisfactorily rendered and upon receipt of an invoice, the County agrees to compensate the Contractor for Primary Care Triple P Training Course in an amount not to exceed \$35,000.00.

The Contractor is wholly responsible for delivering said training at the quoted prices, and shall not invoice the county additionally for any staff travel, food, training location, training supply costs, or certification workshops associated with such.

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** Triple P America  
**FOR THE PROVISION OF** Training **SERVICES**

**TERM:**

**FROM:** June 1, 2019 **TO:** October 31, 2019

**SEE ATTACHED INSURANCE PROVISIONS**

## **Specifications 2**

### **Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

***(Not required if consultant provides written verification it has no employees)***

1. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

#### **Other Insurance Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

##### ***Additional Insured Status***

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***Other Insurance Provisions***

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Primary Coverage***

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

#### ***Waiver of Subrogation***

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

#### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

#### ***Verification of Coverage***

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**AGENDA REQUEST FORM**  
**BOARD OF SUPERVISORS**  
**COUNTY OF INYO**

- Consent    Departmental    Correspondence Action    Public Hearing  
 Schedule time for    Closed Session    Informational

For Clerk's Use  
Only:

AGENDA NUMBER

29

FROM: Public Works Department

FOR THE BOARD MEETING OF: JUN 25

SUBJECT: Proposed Town Water System Rate Increase

**DEPARTMENTAL RECOMMENDATIONS:** Request Board direction regarding proposed increase to current water rates, transition to a flat rate billing system, and commencement of notice and hearing process regarding such proposed rate increases in order to comply with Proposition 218 requirements.

**CAO RECOMMENDATION:** N/A

**SUMMARY DISCUSSION:** On February 5, 2019 Raftelis, Inyo County's consultant preparing the water rate study, presented a workshop to the Board. The workshop recommended transitioning to a flat rate billing rather than a consumption charge, and outlined current water rates, proposed rates and bill impacts as well as a surcharge to Independence rate-payers that would be imposed on Independence customers to pay back the cost of emergency repairs to transmission main between the systems storage tanks and town.

On June 5<sup>th</sup> and 6<sup>th</sup> Inyo County Public works along with Raftelis hosted two workshops - one in Independence and one in Lone Pine. The workshops provided a chance for the community to come out and learn the steps in conducting a water rate study, proposed rates and bill impacts, additional water supply cost allocations and the fees associated with the Independence surcharge.

Two options for an overall increase to revenues were presented. Option 1 included a 30% increase in October 2019 with four annual 10% increases that would take place on July 1 of every year after. Option 2 included a 50% increase with a subsequent annual increases 10% the following July and 5% increases for three years after that. At these workshops, attendees were asked for their preference by show of hands. The overwhelming majority of each group preferred the 50% increase option (see attached).

It is recommended that Independence customers pay a \$6.34 surcharge in addition to their regular water bill. The surcharge will be paid by each customer for a 5 year duration to pay back the cost of emergency repairs to the transmission main, including acquisition of a 12" HDPE line that will be converted to a permanent main line at a future date.

Before the Board may impose new or increased fees (water rates), it must follow a notice and hearing process specified by the California Constitution (Article XIID, section 6, which was added by Proposition 218). The process involves mailing a notice to property owners about the proposed fee and advising them of the date/time/place of a public hearing regarding the proposed fee. The public hearing cannot be held less than 45 days after the mailing of the notices. After the public hearing, the County can impose the fee as long as it didn't receive written protests from a majority of the affected property owners.

Inyo County Public Works Department is seeking direction from the Board as follows:



- 1) Feedback regarding the concept of changing water rates from a current bi-monthly combined service and consumption billing to a flat rate bi-monthly billing effecting a 50% revenue increase in October 2019, a 10% revenue increase in July 2021 and 5% revenue increases in July 2022, 2023 and 2024.
- 2) If the Board wishes to potentially make such changes to water rates, then direct staff to take the necessary steps to comply with Proposition 218, including scheduling a public hearing at a future Board meeting regarding the proposed rate changes and providing appropriate notices to property owners.

**FINANCING:** Ultimately increase revenue to the Town Water Systems by 50% in the initial year, additional 10% in FY 20/21, and an additional 5% in FY 21/22, FY 22/23, and FY 23/24.

| APPROVALS                 |   |
|---------------------------|---|
| <b>COUNTY COUNSEL:</b>    | <p>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)</p> <p style="text-align: right;">Approved: _____ Date _____</p> |
| <b>AUDITOR/CONTROLLER</b> | <p>ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)</p> <p style="text-align: right;">Approved: _____ Date _____</p>                              |
| <b>PERSONNEL DIRECTOR</b> | <p>PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</p> <p style="text-align: right;">Approved: <u>N/A</u> Date _____</p>                      |

**DEPARTMENT HEAD SIGNATURE:**  
 (Not to be signed until all approvals are received)



Date: 6/19/19

# Scenario 2: 50%, then 10%, then 5% Proposed Rates

|                                       |                    | 2018            | 2020       | 2021       | 2022       | 2023       | 2024       |
|---------------------------------------|--------------------|-----------------|------------|------------|------------|------------|------------|
| <i>Revenue adjustment</i>             |                    | <i>Current*</i> | 50%        | 10%        | 5%         | 5%         | 5%         |
| <b>Vol. rate per ccf</b>              |                    |                 |            |            |            |            |            |
| Residential water usage               |                    | \$0.333         | \$0.000    | \$0.000    | \$0.000    | \$0.000    | \$0.000    |
| General water usage                   |                    | \$0.280         | \$0.000    | \$0.000    | \$0.000    | \$0.000    | \$0.000    |
| Public/Gov't water usage              |                    | \$0.153         | \$0.000    | \$0.000    | \$0.000    | \$0.000    | \$0.000    |
| <b>Proposed Monthly Fixed Charges</b> | <b># of meters</b> |                 |            |            |            |            |            |
| <b>Residential</b>                    | <b>686</b>         |                 |            |            |            |            |            |
| 3/4 inch                              | 618                | \$28.38         | \$44.36    | \$48.80    | \$51.24    | \$53.81    | \$56.51    |
| Lifeline                              | 68                 | \$14.19         | \$22.19    | \$24.41    | \$25.64    | \$26.93    | \$28.28    |
| <b>Non-Residential</b>                | <b>151</b>         |                 |            |            |            |            |            |
| 1 inch                                | 124                | \$40.41         | \$73.92    | \$81.32    | \$85.39    | \$89.66    | \$94.15    |
| 1.5 inch                              | 13                 | \$53.43         | \$147.86   | \$162.65   | \$170.79   | \$179.33   | \$188.30   |
| 2 inch                                | 12                 | \$63.86         | \$236.57   | \$260.23   | \$273.25   | \$286.92   | \$301.27   |
| 3 inch                                | 1                  | \$117.10        | \$473.12   | \$520.44   | \$546.47   | \$573.80   | \$602.49   |
| 4 inch                                | 1                  | \$167.18        | \$739.25   | \$813.18   | \$853.84   | \$896.54   | \$941.37   |
| 6 inch                                | 0                  | \$278.84        | \$1,478.51 | \$1,626.37 | \$1,707.69 | \$1,793.08 | \$1,882.74 |

\*Current monthly meter charge does not include the minimum volumetric charge of \$1.95



# Scenario 1: 30%, then 10% Proposed Rates

|                                       |               | 2018            | 2020       | 2021       | 2022       | 2023       | 2024       |
|---------------------------------------|---------------|-----------------|------------|------------|------------|------------|------------|
| <i>Revenue adjustment</i>             |               | <i>Current*</i> | 30%        | 10%        | 10%        | 10%        | 10%        |
| <b>Vol. rate per ccf</b>              |               |                 |            |            |            |            |            |
| Residential water usage               |               | \$0.333         | \$0.000    | \$0.000    | \$0.000    | \$0.000    | \$0.000    |
| General water usage                   |               | \$0.280         | \$0.000    | \$0.000    | \$0.000    | \$0.000    | \$0.000    |
| Public/Gov't water usage              |               | \$0.153         | \$0.000    | \$0.000    | \$0.000    | \$0.000    | \$0.000    |
|                                       | <b># of</b>   |                 |            |            |            |            |            |
| <b>Proposed Monthly Fixed Charges</b> | <b>meters</b> |                 |            |            |            |            |            |
| <b>Residential</b>                    | <b>686</b>    |                 |            |            |            |            |            |
| 3/4 inch                              | 618           | \$28.38         | \$38.45    | \$42.30    | \$46.53    | \$51.19    | \$56.31    |
| Lifeline                              | 68            | \$14.19         | \$19.23    | \$21.16    | \$23.28    | \$25.61    | \$28.18    |
| <b>Non-Residential</b>                | <b>151</b>    |                 |            |            |            |            |            |
| 1 inch                                | 124           | \$40.41         | \$64.07    | \$70.48    | \$77.53    | \$85.29    | \$93.82    |
| 1.5 inch                              | 13            | \$53.43         | \$128.15   | \$140.97   | \$155.07   | \$170.58   | \$187.64   |
| 2 inch                                | 12            | \$63.86         | \$205.03   | \$225.54   | \$248.10   | \$272.91   | \$300.21   |
| 3 inch                                | 1             | \$117.10        | \$410.04   | \$451.05   | \$496.16   | \$545.78   | \$600.36   |
| 4 inch                                | 1             | \$167.18        | \$640.68   | \$704.75   | \$775.23   | \$852.76   | \$938.04   |
| 6 inch                                | 0             | \$278.84        | \$1,281.38 | \$1,409.52 | \$1,550.48 | \$1,705.53 | \$1,876.09 |

\*Current monthly meter charge does not include the minimum volumetric charge of \$1.95





**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:  
**AGENDA NUMBER**

30

- Consent     Departmental     Correspondence Action     Public Hearing  
 Scheduled Time for     Closed Session     Informational

**FROM:** Clint G. Quilter, Clerk of the Board, County Administrator  
**BY:** Darcy Ellis, Assistant Clerk of the Board

**FOR THE BOARD MEETING OF:** June 25, 2019

**SUBJECT:** Approval of Board of Supervisors meeting minutes

**DEPARTMENTAL RECOMMENDATION:** Request Board approve the minutes of the regular Board of Supervisors meeting of June 18, 2019.

**SUMMARY DISCUSSION:** The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](http://www.inyocounty.us).

**ALTERNATIVES:** N/A

**OTHER AGENCY INVOLVEMENT:** N/A

**FINANCING:** N/A

**APPROVALS**

|                                   |  |
|-----------------------------------|--|
| COUNTY COUNSEL:<br><b>N/A</b>     | AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS <i>(Must be reviewed and approved by county counsel prior to submission to the board clerk.)</i><br><br>Approved: _____ Date _____ |
| AUDITOR/CONTROLLER:<br><b>N/A</b> | ACCOUNTING/FINANCE AND RELATED ITEMS <i>(Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)</i><br><br>Approved: _____ Date _____                              |
| PERSONNEL DIRECTOR:<br><b>N/A</b> | PERSONNEL AND RELATED ITEMS <i>(Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)</i><br><br>Approved: _____ Date _____                           |

**DEPARTMENT HEAD SIGNATURE:**  
(Not to be signed until all approvals are received)

Date: 06-19-19



**AGENDA REQUEST FORM**  
BOARD OF SUPERVISORS  
COUNTY OF INYO

For Clerk's Use Only:

AGENDA NUMBER

31

- Consent       Departmental       Correspondence Action       Public Hearing  
 Scheduled Time for       Closed Session       Informational

**FROM:** HEALTH & HUMAN SERVICES – Social Services

**FOR THE BOARD MEETING OF:** June 25, 2019

**SUBJECT:** Ordinance Amending Inyo County Standards and Regulations for General and Emergency Assistance

**DEPARTMENTAL RECOMMENDATION:**

Request your Board waive further reading of the proposed ordinance titled, INYO COUNTY STANDARDS AND REGULATIONS FOR GENERAL AND EMERGENCY ASSISTANCE, and schedule enactment for July 2, 2019 at 10:00 a.m., in the Board of Supervisors, County Administrative Center, Independence, California.

**CAO RECOMMENDATION:**

**SUMMARY DISCUSSION:**

In an effort to ensure strict management of this 100% General Fund program and ensure compliance with legislated requirements, the ordinance was reviewed and amended in 2011 with several changes adopted at that time. HHS has recently reviewed the ordinance to ensure compliance and consistency with current legislative requirements. After consulting with Employment and Eligibility staff and County Counsel, the Department is proposing changes to the existing ordinance. In order to implement these changes, this Board needs to adopt a new ordinance for General and Emergency Assistance Standards and Regulations.

The most substantial changes we are requesting to be implemented are as follows:

1. Removal of references to items such as training, as these are more appropriately captured in procedural guidelines.
2. Adding language to address changing technology such as Electronic Benefit Transfer (EBT) system and clarify definitions to ensure consistent interpretation by HHS employees, as well as making minor grammatical changes.
3. Clarify how aid will be prorated to ensure clients receive the full number of authorized days; clarify application process; clarify eligibility requirements and income/resource calculation; clarify program requirements; and clarify grievance process.
4. Removed any reference to a life-time limit to ensure consistency with applicable government codes.

**ALTERNATIVES:**

Your Board could choose not to enact this revised ordinance that would implement changes and additions to the Inyo County General and Emergency Relief Ordinance. By doing so, Inyo County will continue to operate General and Emergency Relief with the existing County regulations, which may result in the County being out of compliance with current legal requirements.

**OTHER AGENCY INVOLVEMENT:**

Indigent individuals often are referred by other community entities such as law enforcement, IMACA, or Salvation Army.

**FINANCING:**

100% County General Fund

**APPROVALS**

|   |  |
|---|--|
| <b>COUNTY COUNSEL:</b><br><i>D. Chacka</i>      | <b>AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS</b> (Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)<br><br>Approved: <u>yes</u> Date: <u>6/5/19</u> |
| <b>AUDITOR/CONTROLLER:</b><br><i>Amy Skopel</i> | <b>ACCOUNTING/FINANCE AND RELATED ITEMS</b> (Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)<br><br>Approved: <u>yes</u> Date: <u>6/5/19</u>                              |
| <b>PERSONNEL DIRECTOR:</b><br><i>N/A</i>        | <b>PERSONNEL AND RELATED ITEMS</b> (Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)<br><br>Approved: _____ Date: _____  |
| <b>BUDGET OFFICER:</b>                          | <b>BUDGET AND RELATED ITEMS</b> (Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)<br><br>Approved: <u>CO</u> Date: <u>6/11/19</u>  |

***DEPARTMENT HEAD SIGNATURE:***

(Not to be signed until all approvals are received)

*Mary Max*

Date: 6/12/19

**ORDINANCE NO. 1244**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING INYO COUNTY ORDINANCE NO. 1162 AND AMENDING SECTION 7.64.010 OF THE INYO COUNTY CODE, PERTAINING TO THE REGULATIONS FOR GENERAL AND EMERGENCY ASSISTANCE IN INYO COUNTY**

The Board of Supervisors of Inyo County ordains as follows:

**SECTION ONE. PURPOSE.**

The purpose of this Ordinance is to update the Inyo County Code to reflect changes in California law and to clarify Inyo County standards and regulations for General and Emergency Assistance.

**SECTION TWO. AUTHORITY.**

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by California Welfare and Institutions Code § 17000, *et seq.* to adopt standards for aid and care of the indigent and dependent poor of the County.

**SECTION THREE. FINDINGS.**

The standards and regulations governing the provision of general and emergency assistance that are attached to this ordinance as Exhibit A are reasonable and provide adequate support for persons entitled to aid under the provisions of Welfare and Institutions Code § 17000, *et seq.*

**SECTION FOUR. REPEAL AND ADOPTION OF STANDARDS AND REGULATIONS GOVERNING THE PROVISION OF GENERAL AND EMERGENCY ASSISTANCE.**

All standards and regulations for the provision of General and Emergency Assistance, which were heretofore adopted by Inyo County Ordinance No. 1162 (2011), are hereby rescinded. The Standards and Regulations for General and Emergency Assistance, which are attached hereto as Exhibit A, are hereby adopted.

**SECTION FIVE. ORDINANCE 1120 REPEALED.**

Inyo County Ordinance 1162 (2011) is hereby repealed.

**SECTION SIX. SECTION 7.64.010 OF THE INYO COUNTY CODE AMENDED.**

Section 7.64.010 of the Inyo County Code is hereby amended to read as follows:

The Inyo County standards and regulations for general and emergency assistance set forth as Exhibit A attached to the ordinance codified in this section and on file in the board of supervisors' office shall govern the provision of general assistance and emergency assistance in Inyo County. (Ord. 1244, 2019.)

**SECTION SEVEN. SEVERABILITY.**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

**SECTION EIGHT. EFFECTIVE DATE.**

This ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of June, 2019, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
RICK PUCCI, Chairperson  
Inyo County Board of Supervisors

ATTEST: Clint Quilter  
Clerk of the Board

By: \_\_\_\_\_  
Darcy Ellis, Assistant  
Assistant Clerk of the Board



INYO COUNTY STANDARDS  
AND REGULATIONS FOR  
GENERAL AND EMERGENCY ASSISTANCE  
(INYO COUNTY ORDINANCE NO. \_\_\_\_\_, EXHIBIT A)

ARTICLE I - GENERAL

SECTION A.           GENERAL ASSISTANCE

General Assistance shall be provided to indigent legal residents of Inyo County whose subsistence needs are not met by personal or other resources.

SECTION B.           EMERGENCY ASSISTANCE

Emergency Assistance may be provided to dependent non-residents or residents through delegation of authority to the Department of Health and Human Services, as the Board of Supervisors deems necessary.

SECTION C.           DELEGATION OF AUTHORITY

The Department of Health and Human Services shall prepare such procedures and adopt such forms for both general and emergency assistance as may be necessary to implement the provisions of these regulations.

SECTION D.           DEFINITIONS

1. Able-Bodied person is one who is deemed capable of providing support to his or her self through employment or other means of self-sufficiency.
2. Aid by Warrant is payment by County warrant to an eligible recipient of General Assistance.
3. Board is the Board of Supervisors of the County of Inyo.
4. Department is the Department of Health and Human Services (HHS).
5. Deputy Director is the HHS Deputy Director of Aging and Social Services.
6. Director/Assistant Director is the Director or Assistant Director of Inyo County Department of Health and Human Services.
7. Electronic Benefit Transfer (EBT) is the payment of benefits to an eligible recipient of General Assistance by electronic transfer to an EBT card.
8. Emergency Assistance is one-time assistance that may be provided to Dependent non-residents or residents as provided for by Welfare and Institutions Code Section 17003.

The preferred method of aid will be to provide limited transportation assistance. Proof of residence is not required for Emergency Assistance, which is available to eligible persons within one working day of applications. For people who can demonstrate Inyo County residence, limited temporary housing may be provided.

9. General Assistance is assistance to meet subsistence needs of indigent persons who are legal residents of Inyo County who are either citizens of the United States or entitled to remain permanently.
10. Good Cause exists only when the recipient's failure to comply with the requirements of this resolution results from his or her mental or physical disability, or his or her mistake or inadvertence as opposed to willfulness, or from circumstances beyond his or her control, or from other unusual or compelling facts presented by the person which, under the circumstance of the case, must reasonably be viewed as excusing the failure to comply.
11. Minors are unmarried persons of less than eighteen-years of age.
12. Responsible Relative is the spouse of the applicant or the parent of the applicant if the applicant is under age eighteen.
13. Resources are all immediate or possible resources available to the applicant/recipient for self-support, whether in cash or in-kind.
14. Residence for the purpose of eligibility for general assistance is the place where one remains when not called elsewhere for labor, other special or temporary purposes, and where one returns in seasons of repose. Fifteen calendar days of residency in Inyo County is required in order to become eligible for General Assistance and applicants must provide appropriate proof of residence. Persons living in Inyo County for temporary purposes are not residents.
15. Temporary Purposes for the purpose of determining residence under this regulation, includes, but is not limited to, visiting Inyo County for recreational activities, such as skiing, rock climbing, or other activities with a temporary season. There is a rebuttable presumption that persons visiting Inyo County for such purposes intend to return to their place of abode after the season.
16. Vendor Payments, Voucher, and Purchase Order means payment by the County to a vendor or other provider for items essential for subsistence such as food, clothing, transportation, or housing on behalf of an eligible recipient of General Assistance.
17. Willful Misrepresentation for the purpose of these regulations, occurs if a person willfully and knowingly, with the intent to deceive, makes a false statement or representation, or knowingly fails to disclose a material fact to obtain aid, or knowing that he or she is not entitled thereto, attempt to obtain aid, or to continue to receive aid, to

which he or she is not entitled, or a larger amount than that to which he or she is legally entitled.

18. Indigent person is one who is impoverished and poor or who is incapacitated by age, disease, or accident, when such person is not supported and relieved by his or her relatives, or friends, or by his or her own means, or by state or private institutions.

SECTION E. POLICY CONCERNING ADMINISTRATION OF THE GENERAL ASSISTANCE AND EMERGENCY ASSISTANCE PROGRAMS

It is the intent of the Board that General Assistance and Emergency Assistance programs are to be administered in a manner which is consistent with the provisions of these regulations, respects individual rights, does not violate individual privacy or personal dignity, and which does not discriminate against any person on account of race, color, national origin, religion, gender, gender identification, political affiliation, sexual orientation, marital status, medical condition, medical history, military or veteran status, ancestry, genetic information, age, disability, or other protected category.

SECTION F. METHOD AND TIME OF PAYMENT

1. Aid issued to persons eligible for General Assistance shall be made by Electronic Benefit Transfer (EBT), by warrant, voucher, or in-kind, as deemed appropriate by the Department of Health and Human Services.
2. Payment periods may be less than, but shall not exceed, one calendar month.
3. Prorated General Assistance will be paid as follows:
  - a. For purposes of calculation of aid for a portion of a given month, the rate to be paid as determined based on eligibility, shall be divided by the number of days in the month (e.g. 30 days in April or 31 in May) to determine the daily rate of aid.
  - b. Applications received after the first day of a month will be aided based upon the number of days remaining in that month of application and paid at the daily rate determined for that month.
  - c. Calculation for aid shall not exceed a total of 90 days of aid for any consecutive period.
4. General Assistance shall not be issued pending verification of identification and lawful Inyo County residence.
5. The Department of Health and Human Services shall verify an applicant's eligibility for aid as expeditiously as possible. Aid shall begin as of the date on which the application was filed or when residency requirements are met, whichever occurs later. Further, the Department of Health and Human Services will determine eligibility within thirty calendar days of the filing of a properly submitted application. Emergency assistance will be determined within one working day on a one-time basis for non-Inyo County residents.

6. When an applicant or recipient misses a scheduled appointment, the applicant/recipient is responsible for rescheduling the appointment. If the applicant or recipient fails to reschedule the appointment within thirty calendar days of the date of application or within ten calendar days of the scheduled appointment, the case will be denied or discontinued per Welfare and Institutions Code Section 17001.5.

SECTION G.            NOTIFICATION

Applicants for, and recipients of, General Assistance shall be informed of the provisions contained in Article V and Article III, Section C of these regulations. Furnishing such applicants and recipients with a copy of the provisions of the sections referred to above shall be sufficient compliance with the requirements of this section.

ARTICLE II – CONDITIONS AND ELIGIBILITY  
FOR EMERGENCY ASSISTANCE

Persons need not be indigent or residents of Inyo County to be eligible for Emergency Assistance. Emergency Assistance is intended to be one-time only aid to resolve temporary needs, and is provided at the discretion of the Director, Assistant Director, or Deputy Director of Aging and Social Services. Aid may be granted after hours and on week-ends by the On-Call Social Worker or other designated staff who shall refer the applicant to the Employment and Eligibility offices to apply for any additional assistance.

Dependent, Disabled, Elderly or Vulnerable Applicants (DDEV) with Limited Self-Care Abilities may be entitled to more extended Emergency Assistance. DDEV Applicants are those whose circumstances have suddenly and drastically changed and who are at immediate risk of homelessness or physical harm because of incapacity. Aid for this category of persons is intended to be a time-limited service of last resort for Inyo County residents who have no immediate access to any other resources. Aid generally shall be paid at the assistance rate for persons receiving General Assistance, unless the Director, Assistant Director, or Deputy Director of Aging and Social Services determines an increased amount is necessary to avoid imminent risk of homelessness or physical harm. While receiving aid, recipients are required to:

- i. Participate in the identification and development of alternative resources and care.
- ii. Accept any and all alternative care or housing resources that would allow the applicant to discontinue this service of last resort.
- iii. Be prohibited from receiving aid for more than one week, unless the Director or Assistant Director determines that the risk cannot be alleviated in that time.

ARTICLE III – CONDITIONS AND ELIGIBILITY FOR  
GENERAL ASSISTANCE

SECTION A.            RESIDENCY

In order to be entitled to General Assistance, a person must be indigent and must be a verified legal resident of the County of Inyo when application for General Assistance is made.

Proof of residence must be provided within fifteen calendar days of the date of application. Such proof may be:

1. A current, un-expired, government-issued photo identification card that includes the applicant's physical address in Inyo County. Identification with a post office box only will not be accepted as proof of residence without secondary verification of physical residence such as utility statement. This is the preferred method of proof of residence. Identification that shows residence in other than Inyo County creates a presumption that Inyo County is not the person's county of residence.
2. An affidavit or statement to County personnel that the person has established permanent residence in Inyo County. Where appropriate government identification cannot be obtained by an applicant and produced for the purpose of residence verification, a designated Health and Human Services employee must conduct a home visit within fifteen (15) calendar days of the date of application to verify residence. Additional home visits will be required for each subsequent month where General Assistance is granted in order to verify continued residence unless the monthly report is provided in person. Should the Department be unable to verify residence at the location provided, including identified area of encampment, eligibility for services shall be denied and/or services terminated.

#### SECTION B. INELIGIBLE BY STATE LAW

The following individuals will be ineligible to General Assistance by state law:

1. Pursuant to Welfare and Institutions Code Section 17016, those who are fleeing to avoid felony prosecution for, or imprisonment after begin convicted of any felony crime, or who are violating a condition of probation are ineligible for General Assistance.
2. Pursuant to Welfare and Institutions Code Section 17020, any person eligible for or in receipt of CalWORKs or Temporary Assistance to Needy Families (TANF) is ineligible for General Assistance.
3. Pursuant to Welfare and Institutions Code Section 17021(a), those who are ineligible for CalWORKs or TANF due to their forty-eight (48) month time limit and whose younger child is under the age of eighteen are ineligible for General Assistance, regardless of child residing in the home.
4. Pursuant to Welfare and Institutions Code Section 17021(b), any person who is ineligible for assistance under CalWORKs or TANF due to sanctions is ineligible for General Assistance.

#### SECTION C. MINORS

A minor not living at the home of his/her parent or legal guardian shall only be eligible for General Assistance if the minor meets the following criteria:

1. He or she is emancipated in accordance with the provisions of the Emancipation of Minors Act, Civil Code Section 60 and 70; and
2. He or she is sixteen years of age or older and under the age of eighteen; and
3. He or she has graduated from high school; or

- a. Has successfully demonstrated proficiency equal to or greater than standards published by the Department of Education as specified in Education Code Section 48412; or
- b. Has been disqualified from attendance at special continuation classes because of physical or mental conditions as specified in Education Code Section 48410.

The emancipated minor applicant must provide evidence of emancipation in order to establish eligibility.

SECTION D. STATUS, EMPLOYMENT, AND REHABILITATION

1. Assessments. All recipients of General Assistance in Inyo County shall be assessed by a caseworker. Assessments are conducted during the intake process to determine ability to work, identify barriers and supports, and inform client requirements.
2. Status. Inyo County recognizes three status categories of applicants for General Assistance:
  - a. Interim Assistance Loan Applicants
  - b. Employable but Temporarily Incapacitated Applicants
  - c. Employable Applicants

Each status category has unique characteristics resulting in certain responsibilities for the eligible applicant and County:

- a. Interim Assistance Loan Applicants are those with pending Supplemental Security Income (SSI), Veterans Disability or Social Security Disability(SSD) applications and whose disabilities can be expected to last more than one year. While receiving aid, they shall:
  - i. give permission for the County to verify their pending status with the Social Security and/or Veterans Administration;
  - ii. cooperate in the SSI/SSD/Veterans Disability appeal process if denied;
  - iii. sign a SSP-14 (Authorization for Reimbursement) and/or other repayment agreement;
  - iv. supply the County with written medical verification of disability expected to last a year or longer by providing a release to the County authorizing the treating physician to provide confirmation of disability directly to the County;
  - v. supply medical form(s) indicating disability status needed for annual submission, as well as signed release of information forms for medical providers;
  - vi. attend a program orientation and meet with case manager at least monthly until benefit determination is made for SSI, Veteran's Disability and/or SSD; and
  - vii. submit a monthly income report by the fifteenth (15) day of each month in order to receive benefits for the following month.

The County shall refer the applicant to outside legal counsel if appropriate and available.

b. Employable but Temporarily Incapacitated Applicants are those whose disability can be expected to last less than one year. Applicants are eligible for up to 12 months of aid while in this status. While receiving aid, they shall:

- i. within thirty (30) days of application, supply the County with written medical verification of disability expected to last less than a year by providing a release to the County authorizing the treating physician to provide confirmation of disability directly to the County. Failure to provide the county with verification of temporary disability is a presumption that the applicant is able-bodied and subject to the provisions outlined in subsection (c) of this section;
- ii. meet with a county case worker for case assessment;
- iii. cooperate in any program of rehabilitation agreed upon by the County and the medical doctor including, but not limited to substance abuse and mental health treatment. Failure to comply may result in termination of benefits; and
- iv. submit a monthly income report by the fifteenth (15) day of each month in order to receive benefits for the following month.

c. Employable Applicants are those deemed able to work. They shall:

- i. wait thirty calendar days from the last day of full-time employment to be eligible for aid (full-time employment is defined as 100 hours per month);
- ii. accept and hold any bona fide job offer within the person's capabilities, whether full or part-time;
- iii. when referred, participate concurrently in Substance Abuse and/or Mental Health treatment, as assessed and recommended by the Behavioral Health division. Failure to participate in recommended treatment may result in termination of benefits;
- iv. be prohibited from receiving aid for more than 180 days in any twelve-month period, whether or not the days are consecutive or the aid was received in a different status category.
- v. Actively participate in the Employment Services Program as directed by the caseworker. Failure to do so may result in termination of benefits.
- vi. submit a monthly income and program participation report by the fifteenth (15) day of each month in order to receive benefits for the following month.

3. Employment Services Program. All employable applicants and recipients for General Assistance must actively seek employment by participating in the Department's Employment Services Program. The program may consist, but not be limited to the following components:

- a. Orientation (Required for all applicants)
- b. Job Skills/Job Training

- c. Work Experience
  - d. Community Service (Acceptable work sites include nonprofit organizations or other County-approved site. Private organizations or other private sites are not eligible as community service sites.)
  - e. Employment Counseling
  - f. Assisted Job Search
4. Applicants who have previously been aided under the provisions of this ordinance will also be required to complete any outstanding community service hours.

All employable applicants for or recipients of General Assistance shall:

- a. register for Cal Jobs with the Employment Development Department and maintain current registration.
  - b. complete at least twenty in-person job searches each month as directed by the caseworker.
  - c. attend weekly Employment Services Program workshops as directed by the caseworker.
  - d. accept and complete community services work assignments as directed.
  - e. meet with caseworker on a weekly basis and provide the caseworker with completed documentation of participation and completion of assigned activities and an income verification monthly report.
  - f. report any changes in household income, job status, living situation or other relevant factors to the caseworker with five (5) days of the change of circumstance.
5. Failure to Follow Program Requirements. Aid will be discontinued to recipients who fail or refuse to follow programs requirements without good cause.

#### SECTION E. AGREEMENT TO REIMBURSE

As a condition for the granting of aid, each applicant shall be required to sign an Agreement to Reimburse the County of Inyo for all such aid granted (at such time as the recipient obtains the means to do so), subject to any credits for work performed on a community services work assignment. Said Agreement to Reimburse shall grant a lien to the County in any existing or after acquired property of the recipient subject to the provisions and exemptions of Section F, herein below, and Welfare and Institutions Code, Section 17400, *et seq.*

To the full extent not inconsistent with federal law, the legal sponsor of an applicant who is a sponsored alien will be required to sign a written agreement to repay any aid provided to the sponsored alien applicant during the time the sponsor has agreed in writing to provide for the sponsored alien.

All persons with applications pending for SSI/SSP, SSD, or Veterans disability shall be required to sign an Authorization for Reimbursement for General Assistance granted while the SSI/SSP, SSD, or Veterans Disability application is pending.



SECTION F.

PROPERTY AND INCOME LIMITATIONS

1. Real Property Limitations.

- a. No General Assistance shall be issued to any person who owns real property or an interest therein in excess of one thousand dollars (\$1,000.00) market value, less encumbrances of record. One home shall be exempt from this provision for as long as it is used as a home by the applicant for, or recipient of, General Assistance. Real property owned but not occupied as a home by an applicant for, or recipient of, General Assistance shall be utilized to provide for the current needs of the applicant or recipient.
- b. Transfer or divestment of real property for the purpose of qualifying for aid shall be sufficient reason for denial of aid. Transfer of real property at less than market value by the applicant within two (2) years or 730 days prior to application for General Assistance shall raise a rebuttable presumption that the transfer was for the purpose of qualifying for aid. The Director, Assistant Director, or Deputy Director of Aging and Social Services shall determine if such presumption is rebutted by information presented by the applicant.
- c. Liens. As a condition of receipt of aid, an applicant shall be required to sign a grant of lien to the County on real property of the applicant. If any such lien is unsatisfied upon death of the recipient, the amount of aid granted which has not been repaid will be claimed by the County in any proceedings which occur, subject to the provisions of Welfare and Institutions Code Sections 17401 and 17402.

2. Personal Property Limitations

- a. Any person or family who owns personal property in excess of the amounts specified in i. through iii. below shall be ineligible to receive General Assistance:
  - i. One thousand dollars (\$1,000.00) per recipient for burial expenses, which is represented by the cash surrender value of insurance or an irrevocable burial trust.
  - ii. One motor vehicle, currently or expected to be utilized for necessary transportation, which does not exceed a current net market value of two thousand dollars (\$2,000.00) based upon the fair trade in value determined through Kelly Blue Book or comparable market value guide. No single applicant or recipient shall own more than one motor vehicle. A household may own motor vehicles equal to the number of persons who are employable and actively seeking employment. Vehicles used for the purposes of sleeping are not exempt from this provision.
  - iii. Money, or the equivalent thereof, in the amount of fifty dollars (\$50.00).
- b. Internment space/property shall be exempt from consideration as personal property.

- c. Tools reasonably necessary to the eventual self-support of the individual or household shall not be considered in the determination of maximum personal property limitations.
- d. One house trailer or self-contained motor home is exempt from inclusion in the value of personal property so long as it is used as the present home or residence of the applicant or recipient.
- e. Household goods are exempt from inclusion in the value of personal property to the extent that they are needed by the applicant or recipient of General Assistance or provide decent safety or comfort.

### 3. Income

- a. All applicants for or recipients of General Assistance must apply for and accept any unconditionally available income to which they are eligible. This includes, but is not limited to: Unemployment Benefits, State Disability Benefits and Veteran's Benefits. All applicants for, or recipients of General Assistance must provide proof of application for each and all of these benefits at time of application and during annual renewal of benefit determination. This does not include the SSI/SSP income of a spouse or income of a spouse that does not legally reside with the applicant that is exempt for consideration.
- b. The amount of income from any source expected to be received by a client will be deducted from the General Assistance grant otherwise payable on a dollar for dollar basis. If the current month's grant has been issued already, then the income shall be deducted from the future month's total budgetary need. If the income actually received in any month is less than anticipated, a supplement by voucher or EBT may be issued.
- c. Lump sum income is used to calculate the applicant's eligibility for assistance and can be considered when determining the amount of assistance or the period of assistance. Lump sum income is any income that is anticipated or received by a General Assistance applicant or recipient that is non-reoccurring in regard to amount or source. The period of time that the General Assistance individual or household is ineligible for aid payment due to the receipt or anticipated receipt of the lump sum income is determined by dividing the total lump sum plus any other net non-exempt income received or projected in the budget month by the General Assistance needs standard for the individual or household as defined under Article III of these regulations. The resulting whole number is the number of months of ineligibility for General Assistance. If there is a remainder from the division the remainder shall be counted as income in the month following the end of the period of ineligibility.
- d. Recurring lump sum monies, such as Tribal Per Capita or other distribution payments, received either quarterly or semi-annually will be deemed as income for the distribution period. For example a quarterly distribution will be divided by

three and the resulting amount will be considered as a monthly income amount over each of the months for the distribution period.

4. Investigations. The Department of Health and Human Services may make selective home visits and shall verify addresses and other considerations of eligibility for General Assistance as specified in this section.

#### SECTION G. UTILIZATION OF AVAILABLE RESOURCES

The Department of Health and Human Services shall explore all possible fiscal resources of an applicant for, or recipient of, General Assistance. Refusal by an individual to sign the necessary authorizations to investigate such resources shall result in denial, discontinuance or reduction of aid.

All legally available resources shall be utilized. An offer of any basic need item is considered an available resource and acceptance of such offer an eligibility requirement. Any such resources shall not be considered to have a value in excess of actual value.

#### SECTION H. RESPONSIBILITIES OF RELATIVES

Certain relatives, if financially able to do so, are responsible under the law to support or contribute to the support of the General Assistance applicant or recipient, both at the time aid is given and at the time reimbursement is sought.

Upon determination by the Department that a responsible relative has the financial ability to support or reimburse, in whole or in part, and has failed to do so, referral shall be made to the Inyo County District Attorney in accordance with Welfare and Institutions Code Section 17300.

#### SECTION I. RESPONSIBILITIES OF SPONSORS OF SPONSORED ALIENS

Notwithstanding any other provisions of these Standards and Regulations for General and Emergency Assistance, all requirements and procedures made permissible in Welfare and Institutions Code Sections 17001.6 through 17001.9, inclusive, as they are from time to time changed by the State Legislature, are hereby incorporated herein by reference and adopted to apply in full to sponsored aliens and their sponsors; income and resources of sponsors shall be deemed to be the income and resources of the sponsored alien applicant for whom they are the sponsor and shall be determined in accordance with Welfare and Institutions Code Section 17001.7.

#### SECTION J. COMMUNITY SERVICE WORK FOR ASSISTANCE

Community Service Work sites may be developed in Federal, State, or local public or private non-profit agencies whose purposes and activities further a County public purpose. Persons assigned to community work service sites shall be relieved of the obligation to repay the County for aid received to the extent that the number of hours worked at minimum wage offsets the amount of aid received.

ARTICLE IV – STANDARDS OF AID

SECTION A.           GENERAL STANDARD RATE

The basic monthly rate of assistance in the General Assistance program will be based on the current CalWORKs Payment Standards adopted by the State of California Department of Social Services by regulation or All County Letter.

As of the dated of this Ordinance, CalWORKs Payment Standards are referenced in the State of California Department of Social Services All County Letter (ACL) 18-24, as follows:

| Assistance Unit Size | Maximum Aid Payment |
|----------------------|---------------------|
| 1                    | \$370               |
| 2                    | \$604               |

These rates are for illustrative purposes only. The basic rate of assistance may be increased, decreased, or reduced from those indicated in the accompanying charts by the State of California Department of Social Services and these regulations.

SECTION B.           NON-RELATED HOUSEHOLDS

If one or more persons are sharing housing/utilities and who are not legally responsible for the applicant or recipient, the following amounts allowed for housing/utilities shall be deducted from the housing standard for each recipient, as specified in WIC Section 17001.5:

|   |                |
|---|----------------|
| Shared with one person                  | 15% reduction  |
| Shared with two other persons           | 20% reduction  |
| Shared with three or more other persons | 25% reductions |

SECTION C.           HOUSING/UTILITY ADJUSTMENTS

The general standard rate set forth in Article IV, Section A includes amounts for housing, utilities, food, clothing and personal needs. In the event the applicant has no housing or utility costs, the portion of the basic rate designed for those needs will not be paid according to CalWORKs income in-kind amounts established by the state of California Department of Social Services.

As of the date of this Ordinance, the following CalWORKs “income-in-kind” amounts apply:

| Assistance Unit Size | Housing | Utilities |
|----------------------|---------|-----------|
| 1                    | \$298   | \$65      |
| 2                    | \$394   | \$75      |

These rates are for illustrative purposes only. The income-in-kind amounts may be increased or decreased by the State of California Department of Social Services and these regulations. If a person incurs housing/utility costs after issuance of a reduced (below minimum) General Assistance grant, a supplemental payment voucher or EBT issuance for the withheld "income-in-kind" may be authorized.

SECTION D. BURIAL/CREMATION

Burial of indigent persons is a county charge (Health and Safety Code 7104 and Government Code 27460). An indigent person has no apparent family. Health and Human Services shall negotiate a burial or cremation at the lowest possible cost.

If a family deemed responsible for burial costs of an indigent person by Health and Safety Code 7100 asks for assistance with burial costs, an application shall be made by the relative to the Department of Health and Human Services. The Department of Health and Human Services shall have the responsibility for determining eligibility for assistance using the guidelines of the current Supplemental Security Income level of individuals and couples.

Only eligible residents of the County of Inyo at the time of death shall be deemed a County responsibility; this may be appealed in special circumstances to the Director of Health and Human Services.

ARTICLE V – NON-COMPLIANCE AND WILLFUL MISREPRESENTATION

SECTION A. NON-COMPLIANCE WITH PROGRAM REQUIREMENTS

1. Failing to Meet Program Requirements. Failing to meet program requirements as listed below without good cause shall be a basis for denial or discontinuance of assistance. General Assistance may be reduced or denied if the recipient:
  - a. fails or refuses to participate in any component in the Employment Services Program.
  - b. after completion of a job training program, fails, or refuses, without good cause, to accept an offer of appropriate employment.
  - c. fails to report changes in income and/or circumstances within five calendar days of the change.
  - d. fails to submit a monthly income report.
  - e. fails to cooperate in any rehabilitation or behavioral health program as required and directed by caseworker.
  - f. fails to comply with the SSI/SSP, SSD, or Veteran's Disability process.
  - g. fails to provide essential information/verification requested by the department.

- h. fails to meet requirements as outlined in this Regulation and not otherwise captured in this section.
2. Sanctions. Failure to cooperate with program requirements without good cause as stated above in Section A, subsection 1, herein above, will result in progressive sanctions up to and including discontinuance of aid for the time periods described below:
- a. First instance of non-compliance, one month.
  - b. Second instance of non-compliance, three months.
  - c. Third and each subsequent instance of non-compliance, six months.

Any recipient so notified, may, prior to the effective date of discontinuance or reduction of aid, or within ten (10) calendar days after notice of denial of aid, request a hearing on the matter pursuant to the provisions of Section A of Article VI of these regulations. Hearing request shall be made in writing and forwarded to either:

Inyo County HHS – Attn: HHS Deputy Director of Aging and Social Services  
920 North Main Street  
Bishop, California 93514

OR

E-mail request to: [hsgagrievance@inyocounty.us](mailto:hsgagrievance@inyocounty.us)

## SECTION B. WILLFUL MISREPRESENTATION

Willful misrepresentation is when the applicant or recipient knowingly provides misinformation in an effort to fraudulently receive assistance. Aid obtained by willful misrepresentation shall be discontinued, and aid sought to be obtained by willful misrepresentation shall be denied in accordance with the procedure set forth in Article VI of these regulations. Aid may be reinstated, but shall be limited to vendor voucher only, non-cash aid for the following periods of time indicated below in (a), (b), and (c).

When investigation discloses that aid was sought or obtained by willful misrepresentation, the applicant or recipient shall be notified of such facts and of the termination or denial of such aid. Any recipient so notified, may, prior to the effective date of discontinuance or reduction of aid, or within ten (10) calendar days after notice of denial of aid, request a hearing on the matter pursuant to the provisions of Section A of Article VI of these regulations. Said request must be received in writing and forwarded to either:

Inyo County HHS – Attn: HHS Deputy Director of Aging and Social Services  
920 North Main Street  
Bishop, California 93514

OR

E-mail request to: [hsgagrievance@inyocounty.us](mailto:hsgagrievance@inyocounty.us)

If aid to the applicant is denied or aid to a recipient is discontinued or reduced because of willful misrepresentation, the applicant or recipient shall be ineligible to apply for or receive further General Assistance for the following time periods. Said time periods shall begin the first month immediately following the date of denial or discontinuance, as follows:

- a. One month for the first such offense.
- b. Three months for the second such offense.
- c. Six months for the third and each subsequent offense.

If the facts constituting the willful misrepresentation also constitute an offense pursuant to the provisions of the Welfare and Institutions Codes Section 10980, et. seq., such facts shall also be reported to the Inyo County District Attorney for prosecution.

#### ARTICLE VI – TERMINATION OR DENIAL OF AID

##### SECTION A.           NOTICE AND RIGHT TO HEARING

1. Except as provided in Section A, subsection 3, herein below, prior to termination or reduction of assistance to a General Assistance recipient, the Department of Health and Human Services shall notify the recipient of the intended action. Such notice shall be given in writing at least ten calendar days prior to the termination or reduction, shall state the reasons for the proposed action, and shall advise that the recipient may request a hearing before the termination or reduction action is taken.
2. If aid is denied, terminated or reduced, notice of such action shall be given to the applicant or recipient as soon as possible. Such notice shall state the reasons for the denial, termination or reduction of aid, and shall advise the applicant that he or she may request a hearing within ten calendar days after the date of such notice.
3. The provisions of paragraph 1 of this section shall not apply to a reduction of aid that occurs as a result of a redetermination of eligibility following one of the periodic oral interviews held with a recipient. If, based upon an interview, the eligibility or case worker decides that the recipient is entitled to receive, in the following period of eligibility, an amount which is less than what the recipient was receiving in the prior period of eligibility, the recipient shall, as soon as that decision is made, be given written notice advising the recipient of the amount of aid with he/she is eligible to receive in the following period, setting forth the reason for the reduction and advising the recipient that he/she may request, in writing, a hearing within ten calendar days after the date of such notice.
4. If a hearing is requested, the applicant or recipient may appear alone or through a representative. Requests received within the prescribed timeframe will stay any termination of aid pending the hearing officer's decision. The hearing shall be conducted

by a hearing officer designated by the Director of Health and Human Services. The hearing officer shall be someone who has had no previous involvement with the case except as the hearing officer. The hearing officer shall be or become familiar with these regulations and the principles of administrative law before conducting the hearing. The hearing officer's decision shall be final and shall be made in writing to the recipient within fifteen (15) business days after the close of the hearing. If the hearing officer upholds the Department of Health and Human Services' decision to deny, terminate or reduce aid, or dismisses the hearing for failure of the person requesting the hearing or his/her representative to appear, the hearing officer shall notify the person who requested the hearing of his or her right to petition the Superior Court for relief.

At the hearing, the person who requested a hearing pursuant to these regulations shall have the right to confront and cross-examine the eligibility or case worker or other County employee who made the initial decision to deny, reduce, or discontinue aid to such person and any other witness called to testify by the Department of Health and Human Services. The right to question and cross-examine witnesses is also preserved for the Department of Health and Human Services.

5. If aid is denied or discontinued pursuant to the provisions of Article III, Section B, Subsection 3 of these regulations, the hearing officer shall uphold such denial or discontinuance only if the hearing officer finds that the failure to comply with the employment or rehabilitation requirements was without good cause. The person to whom aid was denied or whose aid is to be discontinued as provided in said section referenced herein shall have the burden of proving that his or her failure to comply was for good cause.
6. If aid is denied or discontinued because it was sought or obtained by willful misrepresentation, the hearing officer shall uphold such denial or discontinuance of such aid only if the hearing officer finds that the aid was sought or obtained by willful misrepresentation.
7. Nothing stated herein above shall prevent the Department of Health and Human Services from holding a hearing after the specified ten (10) calendar days if the applicant or recipient of General Assistance provides good cause for his failure to request a hearing within ten (10) calendar days of notice. In such instance, if a hearing is held on a date more than ten (10) calendar days after initial notice was given, no assistance is to be paid pending the hearing decision.